

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, FEBRUARY 20, 2018 – 6:00 PM**

RON MORRISON
Mayor

ALBERT MENDIVIL
Vice Mayor

JERRY CANO
Councilmember

MONA RIOS
Councilmember

ALEJANDRA SOTELO-SOLIS
Councilmember

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **www.nationalcityca.gov**.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

**1243 National City Blvd.
National City
619-336-4240**

**Meeting agendas and
minutes available on web**

WWW.NATIONALCITYCA.GOV

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.

Spanish to English interpretation services are available to members of the public who wish to speak to the City Council during the meeting. "Request to Speak" forms requesting interpretation must be filed within the first two hours of the meeting.

Español a los servicios de interpretación Inglés de audio está disponibles para los miembros del público que desean hablar con el Ayuntamiento durante del Consejo Municipal. "Solicitud para hablar de" formas solicitud de interpretación deben ser presentadas dentro de las dos primeras horas del Consejo Municipal.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

AWARDS AND RECOGNITIONS

PRESENTATIONS

1. [Update on Port Projects and Activities in National City. \(Port Chairman Robert "Dukie" Valderrama\)](#)
2. [Introduction to the Harbor Drive Multimodal Corridor Study. \(Larry Hofreiter, Planner, San Diego Unified Port District\)](#)

INTERVIEWS / APPOINTMENTS

3. [Interviews and Appointments: Various. \(City Clerk\)](#)

CONSENT CALENDAR

4. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
5. [Resolution of the City Council of the City of National City waiving the formal bid process as allowed by NCMC Section 2.60.110\(B\)\(1\)\(2\), and authorizing the Mayor to execute a 5-year Agreement with three extensions in 1-year increments between the City of National City and San Diego Sports Medicine and Family Health Center for Wellness Program Services from February 20, 2018 to June 30, 2023, in an amount not to exceed \\$68,030. \(Fire\)](#)
6. [Resolution of the City Council of the City of National City authorizing the City Manager to execute a three-year Agreement with the Employment Development Department \(EDD\) that includes a Confidentiality Agreement](#)

- and an Indemnity Agreement, for the total not to exceed amount of \$2,436 providing the National City Police Department access to EDD's Confidential Employer Address and Client Address information for investigative purposes. (Police)
7. Resolution of the City Council of the City of National City establishing appropriation of revenues and expenditures for \$325,000 in Federal Active Transportation Grant funds for the El Toyon-Las Palmas Bicycle Corridor Project. (Engineering/Public Works)
 8. National City Sales Tax Update Newsletter - Third Quarter 2017. (Finance)
 9. Investment Transactions for the Month ended November 30, 2017. (Finance)
 10. Investment Report for the Quarter ended December 31, 2017. (Finance)
 11. Warrant Register #27 for the period of 12/27/17 through 01/02/18 in the amount of \$1,964,194.70. (Finance)
 12. Warrant Register #28 for the period of 01/03/18 through 01/09/18 in the amount of \$680,252.78. (Finance)
 13. Warrant Register #29 for the period of 01/10/18 through 01/16/18 in the amount of \$2,608,661.13. (Finance)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

14. Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending National City Municipal Code Title 18 (Zoning) Section 18.30.220(B)(1) regarding telecommunications facilities. (Applicant: City-Initiated Land Use Amendment) (Case File No. 2018-02 A) (Planning)

NON CONSENT RESOLUTIONS

15. Resolution of the City Council of the City of National City, California, making a finding of no significant environmental effect for the Paradise Creek Water Quality and Community Enhancement project and authorizing the filing of a Notice of Determination. (Applicant: City of National City) (Case File No. 2018-04 IS) (Planning)
16. Resolution of the City Council of the City of National City authorizing various Fiscal Year 2018 mid-year budget adjustments. (Finance)

NEW BUSINESS

17. [Continued Item - Temporary Use Permit - Wavetec requesting a ninety day extension to use the lot located at 1918 Cleveland Avenue to complete restoration on a 43 ft. sailboat from January 1, 2018 thru March 30, 2018 with no waiver of fees. \(Neighborhood Services\)](#)
18. [Continued Item - Request for Direction regarding City Council Priorities for the City of National City's Fiscal Year 2019 Budget. \(Finance\)](#)
19. [Granger Music Hall Feasibility Study and Recommendation to Submit Request to the Port District. \(City Manager\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

20. [Update on Wine Tasting Rooms and Craft Distilleries. \(Planning\)](#)

MAYOR AND CITY COUNCIL

21. [Discussion of Contractor Responsibility Ordinance. \(Mayor Ron Morrison\)](#)

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - March 6, 2018 - 6:00 p.m. - Council Chambers - National City, California.

Budget Schedule - FY 2019

Tuesday, May 8, 2018, 5:00 p.m. - Budget Workshop / Preliminary Budget Presentation

Tuesday, May 29, 2018, 5:00 p.m. - Budget Workshop

Tuesday, June 12, 2018, 6:00 p.m. - Budget Hearing / Adoption

The following page(s) contain the backup material for Agenda Item: Update on Port Projects and Activities in National City. (Port Chairman Robert "Dukie" Valderrama)

Item # ____
02/20/18

UPDATE ON PORT PROJECTS AND ACTIVITIES IN NATIONAL CITY

(Port Chairman Robert “Dukie” Valderrama)

The following page(s) contain the backup material for Agenda Item: Introduction to the Harbor Drive Multimodal Corridor Study. (Larry Hofreiter, Planner, San Diego Unified Port District)

Item # ____
02/20/18

**INTRODUCTION TO THE HARBOR DRIVE
MULTIMODAL CORRIDOR STUDY**

(Larry Hofreiter, Planner, San Diego Unified Port District)

The following page(s) contain the backup material for Agenda Item: Interviews and Appointments: Various. (City Clerk)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 20, 2018

AGENDA ITEM NO. |

ITEM TITLE:

Interviews and Appointments: Various (City Clerk)

PREPARED BY: Michael R. Dalla

DEPARTMENT: City Clerk

PHONE: 619-336-4226

APPROVED BY: 

EXPLANATION:

See attached

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO. |

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Interview and appoint as desired.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Explanation
Applications |

BOARDS & COMMISSIONS – CURRENT VACANCIES AND EXPIRED TERMS
February 20, 2018

COMMUNITY AND POLICE RELATIONS COMMISSION - CPRC (Appointing Authority: Mayor subject to confirmation by City Council)

There are two (2) unexpired terms on the CPRC. There is one (1) new applicant (**Rogelio Espinoza**).

<u>Name</u>	<u>Interviewed</u>
Rogelio Espinoza	No

LIBRARY BOARD OF TRUSTEES (Appointing Authority: Mayor subject to confirmation by City Council)

There is one (1) unexpired term on the Library Board and there are no new applicants.

PUBLIC ART COMMITTEE (Appointing Authority: Mayor subject to confirmation by City Council)

There is one (1) expired term (**Claudia Torres**) on the Public Art Committee. Claudia Torres does not desire re-appointment. There is one (1) new applicant (**Nunez**).

<u>Name</u>	<u>Interviewed</u>
Nadia Nunez	No

TRAFFIC SAFETY COMMITTEE (Appointing Authority: Mayor subject to confirmation by City Council)

There is one (1) vacancy (**Barajas**) on the Traffic Safety Committee and no new applicants.

VETERANS AND MILITARY FAMILIES ADVISORY COMMITTEE (Appointing Authority: Mayor subject to confirmation by City Council)

There are four (4) unfilled positions on the Veterans and Military Families Advisory Committee. There are six (6) applicants.

<u>Name</u>	<u>Interviewed</u>
Jesse Miguel Aguilar-Perez	Yes
Bert Andrade	Yes
Harold Aranda	Yes
Victor Barajas	Yes
Mike Judd	Yes
Vilavanh Sanginthirath	Yes

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

<input type="checkbox"/> Community & Police Relations Commission* (CPRC)	<input type="checkbox"/> Civil Service Committee
<input type="checkbox"/> Library Board of Trustees	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board	<input type="checkbox"/> Public Art Committee*
<input checked="" type="checkbox"/> Veterans & Military Families Advisory Committee*	<input type="checkbox"/> Traffic Safety Committee

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Jesse Miguel Aguilar-Perez E-Mail: jaguilarperez1@gmail.com

Home Address: 1224 Earle Drive National City, CA 91950 Tel. No.: (619)245-7737

Business Affiliation: _____ Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 28yrs San Diego County: 30yrs California: 30yrs

Educational Background: Associates in Social Science, Aviation Safety, Avionics

Occupational Experience: Electrical Equipment Repairer for Aircraft; Aviation Electrician; Avionics.

Professional or Technical Organization Memberships: American Legion Post 0255 Federal Workers Union.

Civic or Community Experience, Membership, or Previous Public Service Appointments:

Experience or Special Knowledge Pertaining to Area of Interest:

Sergeant in the United States Marine Corps (5 years)

Have you ever been convicted of a felony crime? No: ☒ Yes: _____ misdemeanor crime? No: ☒ Yes: _____
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

N/A

Date: 11/20/17

Signature: [Signature]

Please feel free to provide additional information or letters of endorsement.

Please return completed form to: Office of the City Clerk
1243 National Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

BOARDS, COMMISSIONS & COMMITTEES

Meeting Times and Locations

CIVIL SERVICE COMMISSION

Second Thursday of every other month
5:30 p.m. – City Hall Large Conference Room

COMMUNITY AND POLICE RELATIONS COMMISSION

Third Thursday of February, May, August & November
6:00 p.m. – City Council Chambers

LIBRARY BOARD OF TRUSTEES

Second Wednesday of every month
4:30 p.m. – National City Public Library

PARKS, RECREATION & SENIOR CITIZENS ADVISORY BOARD

Third Thursday of every month
4:00 p.m. – City Hall Large Conference Room

PLANNING COMMISSION

First and Third Monday of every month
6:00 p.m. – City Council Chambers

PUBLIC ART COMMITTEE

Fourth Tuesday of January, April, July, October
3:00 p.m. – City Hall Large Conference Room

TRAFFIC SAFETY COMMITTEE

Second Wednesday of every month
2:00 p.m. – City Hall Large Conference Room

VETERANS & MILITARY FAMILIES ADVISORY COMMITTEE

Quarterly
Dates, time and location to be determined

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CITY OF NATIONAL CITY

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

- | | |
|--|---|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC) | <input type="checkbox"/> Civil Service Committee |
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| <input checked="" type="checkbox"/> Veterans & Military Families Advisory Committee* | <input type="checkbox"/> Traffic Safety Committee |

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- > Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Roberto J. Andrade E-Mail: None

Home Address: 1609 CASA PL Tel. No.: 619-775-2317
FL. AM VETERAN

Business Affiliation: American Legion Title: President

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 44 yrs San Diego County: 44 yrs California: 44 yrs

Educational Background: B.A. Business Mgmt

Occupational Experience: U.S.N. 26 yrs. B.T. S.D. School District 5 yrs.

U.S. Marine 1st. Inf. Bn. 16 yrs.

Professional or Technical Organization Memberships: None

Civic or Community Experience, Membership, or Previous Public Service Appointments:

Experience or Special Knowledge Pertaining to Area of Interest: Natl. City Veterans Board Mbr
Veterans (Amer. Legion, Fleet Reserve Assn.)

Have you ever been convicted of a felony crime? No: ☒ Yes: _____ misdemeanor crime? No: ☒ Yes: _____
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

None

Date: 8-24-17 Signature: Roberto J. Andrade

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

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BOARDS, COMMISSIONS & COMMITTEES

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Quarterly
Dates, time and location to be determined

CITY OF NATIONAL CITY

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TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

- | | |
|--|---|
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- > Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Harold A. Aranda E-Mail: Pool-Playerx@yahoo

Home Address: 1535 E. Plaza Blvd. #416 Tel. No.: 619-480-7652

Business Affiliation: NONE Title: _____

Business Address: NONE Tel. No.: _____

Length of Residence in National City: 25 yrs San Diego County: 25 yrs California: 20 yrs

Educational Background: High School Grad Some College
Trade schools

Occupational Experience: Volunteer with S.D. Burn 8 years
on Panels & Committees in Natl City

Professional or Technical Organization Memberships: Project Literacy, S.D. Burn

Civic or Community Experience, Membership, or Previous Public Service Appointments:
Committees in Natl City Panel - Sec 8 - Traffic -

Experience or Special Knowledge Pertaining to Area of Interest: Sec 8 Item

Have you ever been convicted of a felony crime? No Yes: _____ misdemeanor crime? No: _____ Yes: _____
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 11-9-17

Signature: Harold Aranda

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

BOARDS, COMMISSIONS & COMMITTEES

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Quarterly
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CITY OF NATIONAL CITY

CITY OF NATIONAL CITY

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- | | |
|--|---|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC) | <input type="checkbox"/> Civil Service Committee |
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| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee* |
| <input checked="" type="checkbox"/> Veterans & Military Families Advisory Committee* | <input type="checkbox"/> Traffic Safety Committee |

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Victor E. Barajas E-Mail: VictorEBarajas@yahoo.com

Home Address: 615 Harrison Ave. NC Tel. No.: 619-730-9883

Business Affiliation: _____ Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 10 yrs. San Diego County: 10 yrs California: 10 yrs.

Educational Background: Bachelor of Science in Management
Senior Professional in Human Resources (SPHR) Certification.

Occupational Experience: Mediation, Conflict Resolution, Investigations,
Recruiting, Point of Entry assistance.

Professional or Technical Organization Memberships: San Diego Society for
Human Resources Management. Employer Support of the Guard and Reserve (ESG)

Civic or Community Experience, Membership, or Previous Public Service Appointments:
Community Police Relations Commission; CERT; ESGR; SDEAC.

Experience or Special Knowledge Pertaining to Area of Interest:
Over 10 years of experience working with Military Families and Service Members

Have you ever been convicted of a felony crime? No ☒ Yes: _____ misdemeanor crime? No: ☒ Yes: _____
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 5/1/17

Signature: [Signature]

Please feel free to provide additional information or letters of endorsement.

Please return completed form to: Office of the City Clerk

1243 National City Blvd., National City, CA 92105

Thank you for your interest in serving the City of National City.

This documents is filed as a public document

Revised: February 2017

BOARDS, COMMISSIONS & COMMITTEES

Meeting Times and Locations

CIVIL SERVICE COMMISSION

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CITY OF NATIONAL CITY

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

<input checked="" type="checkbox"/> Community & Police Relations Commission* (CPRC)	<input checked="" type="checkbox"/> Civil Service Committee
<input type="checkbox"/> Library Board of Trustees	<input type="checkbox"/> Planning Commission
<input checked="" type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board	<input type="checkbox"/> Public Art Committee*
<input type="checkbox"/> Veterans & Military Families Advisory Committee*	<input type="checkbox"/> Traffic Safety Committee

- > Applicants must be residents of the City of National City except for those marked by an * and all applicants must be U.S. Citizens.

> Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Rogelio Espinoza E-Mail: Rogelio.Espinozajr@gmail.com

Home Address: 1005 Paradise Drive National City, CA 91950 Tel. No.: (619) 788 - 7899

Business Affiliation: _____ Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 4 Years San Diego County: 27 Years California: 27 Years

Educational Background: B.A International Security & Conflict Resolution - San Diego State University

Occupational Experience: 4+ years in social services and nonprofit programs

Professional or Technical Organization Memberships: _____

Civic or Community Experience, Membership, or Previous Public Service Appointments: _____

Board Member - Wesley Student House Resident

National President - Nu Alpha Kappa Fraternity, Inc.

Experience or Special Knowledge Pertaining to Area of Interest: I have experience in collaborating and working with various organizations and non profits to provide services to county residents. In addition, my experience as an executive board member and leadership positions have provide me the experience in dealing and finding solutions to complex issues that affect members of the community _

Have you ever been convicted of a felony crime? No: ☒ Yes:___ misdemeanor crime? No: ☒ Yes:___
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 10/26/17

Signature: 

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

Supplemental Application:
National City Community and Police Relations Commission

The National City Community and Police Relations Commission serves as an Independent, unbiased and impartial office that is readily available to the public. It is an organization for the improvement of police and community relations and the facilitation of disputes whenever possible. It provides a forum for citizens to voice their concerns, comment about police conduct, practices and policies and improves communication between citizens and the National City Police Department

The National City Community and Police Relations Commission is empowered to receive and review complaints regarding National City Police Department Personnel for alleged misconduct, and to recommend appropriate changes of Police Department policies and procedures toward the goals of safeguarding the rights of persons and promoting higher standards of competency, efficiency and justice in the provision of community policing services.

Applicants must be completely forthright and truthful during the application process. Applicants may be disqualified in the background process as a result of dishonesty and/or purposely omitting information regarding one's criminal history. Given the complexity of this Commission and its duties, it is necessary to pass a criminal background check prior to appointment by City Council and/or swearing in as Commissioner. The Human Resources department will contact you to schedule the criminal background process when, and if appropriate. It is important to note that you fill out this application completely and honestly to the best of your abilities. Failure to disclose your criminal history may result in disqualification. If a conviction has been expunged disclosure is not required.

Have you ever been convicted of a felony crime: No: X Yes: ____

Have you been convicted of a misdemeanor: No: X Yes: ____

If any convictions were expunged disclosure is not required.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

There may be circumstances that could disqualify an applicant from the background process beyond the listed crimes below. Each incident is evaluated in terms of the circumstances and facts surrounding its occurrence and its degree of relevance to the position.

Disqualifying criteria for Community and Police Relations Commissioner:

** See attached table

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

<input type="checkbox"/> Community & Police Relations Commission* (CPRC)	<input type="checkbox"/> Civil Service Committee
<input type="checkbox"/> Library Board of Trustees	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board	<input type="checkbox"/> Public Art Committee*
<input checked="" type="checkbox"/> Veterans & Military Families Advisory Committee*	<input type="checkbox"/> Traffic Safety Committee

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Mike Judd E-Mail: Mike.Judd@vwsd.net

Home Address: 625 N. Cuyamaca St, El Cajon, CA 92020 Tel. No.: 6195689971

Business Affiliation: Veterans Village of San Diego Title: SSVF Program Supervisor

Business Address: 4141 Pacific Highway, San Diego, CA 92110 Tel. No.: 6198612165, ext. 4697

Length of Residence in National City: 0 San Diego County: 29 Years California: 29 years

Educational Background: BS in Psychology (Pending)

Occupational Experience: US Army: 5 years, California National Guard: 4.5 Years, Veterans Village of San Diego: 8.5 years

Professional or Technical Organization Memberships: Veterans and Family Forum (Current)

Civic or Community Experience, Membership, or Previous Public Service Appointments: Chair of Veteran Transition Workgroup for San Diego Veterans Coalition (2010)

Experience or Special Knowledge Pertaining to Area of Interest: Last 8.5 years with VVSD working with the VA, DOD, Police Departments, Community Partners, and San Diego Mayor's office as well as Reps from Duncan Hunter and Scott Peters' office - All for Veteran or Military Issues.

Have you ever been convicted of a Felony crime? No
If any convictions were expunged disclosure is not required. Misdemeanor crime? No
Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 20147

Signature: [Handwritten Signature]

Please feel free to provide additional information or letters of endorsement.

Please return completed form to: Office of the City Clerk
1243 National City Blvd., National City, CA 91950

Mike Dalla

From: Esther Clemente
Sent: Thursday, April 20, 2017 11:51 AM
To: Mike Dalla
Subject: FW: Veterans and Military Families Advisory Committee Application
Attachments: VMFAC Application - MJudd.pdf

From: Mike Judd [mailto:mike.judd@vvsd.net]
Sent: Thursday, April 20, 2017 11:08 AM
To: Clerk <Clerk@nationalcityca.gov>
Subject: Veterans and Military Families Advisory Committee Application

Good Morning, Mr. Dalla!

My name is Mike Judd and I've been a San Diego County Resident for the majority of my life. I caught wind of the City Manager's suggestion to begin an advisory committee for the City Council of National City that would discuss and handle Veteran and Military issues. I'm interested in taking part in this advisory committee as not only a combat veteran myself, but also as a provider of Veteran services in San Diego County. I've spent the last 8.5 years working at Veterans Village of San Diego with veterans of all eras by providing peer support, resources and referrals, and am now a Program Supervisor for a multimillion dollar grant that provides financial assistance to homeless veterans. As you are probably aware, Veterans Village of San Diego has been around for over 30 years and while it still maintains a heavy focus on in-patient treatment for substance abuse and mental health, it also maintains three rapid rehousing grant's providing almost \$1.5 million annually in temporary financial assistance to homeless veterans. I began my work at VVSD and spent 4 years doing so, working solely with Iraq and Afghanistan veterans who were having trouble returning to civilian life after their time at war. I took part in the creation and growth of the very first veteran specific helpline, Courage to Call, which is now run by 2-1-1. I've worked with and have been a part of the San Diego Veterans Coalition and sit on the advisory board for Veterans and Family Forum (VetFam) and would love to provide my knowledge and experience to the National City attempt at tackling Veteran and Military issues. Thank you for your consideration.

If you have any questions, comments, or concerns, I can be reached at the contact information below.

Mike Judd
Program Supervisor
Supportive Services for Veteran Families (SSVF) – Priority 1
Veterans Village of San Diego
Cellphone: 619.569.9971
Office: 619.961.2165 Ext: 4697
Fax: 619.961.2167
www.vvsd.net

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

<input type="checkbox"/> Community & Police Relations Commission* (CPRC)	<input type="checkbox"/> Civil Service Committee
<input type="checkbox"/> Library Board of Trustees	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board	<input checked="" type="checkbox"/> Public Art Committee*
<input type="checkbox"/> Veterans & Military Families Advisory Committee*	<input type="checkbox"/> Traffic Safety Committee

- Applicants must be residents of the City of National City except for those marked by an * and all applicants must be U.S. Citizens.
- Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Nadia Nunez E-Mail: nadia.nunez@live.com

Home Address: 916 A Ave. National City CA 91950 Tel. No.: 619 250 5407

Business Affiliation: _____ Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 20 San Diego County: 20 California: 20

Educational Background: Masters in Architecture

Occupational Experience: Community Art Manager at A.P.T.S.
(A reason to survive)

Professional or Technical Organization Memberships: _____

Civic or Community Experience, Membership, or Previous Public Service Appointments: _____

Experience or Special Knowledge Pertaining to Area of Interest: worked in National city's
Community Engagement, Developed and Managed Public Art Projects.

Have you ever been convicted of a felony crime? No: ☒ Yes: ☐ misdemeanor crime? No: ☒ Yes: ☐
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 2.6.18 Signature: [Signature]

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

RECEIVED
CITY CLERK
2018 FEB - 6 FEB 22 23
CITY OF NATIONAL CITY

BOARDS, COMMISSIONS & COMMITTEES

Meeting Times and Locations

CIVIL SERVICE COMMISSION

Second Thursday of every other month
5:30 p.m. – City Hall Large Conference Room

COMMUNITY AND POLICE RELATIONS COMMISSION

Third Thursday of February, May, August & November
6:00 p.m. – City Council Chambers

LIBRARY BOARD OF TRUSTEES

Second Wednesday of every month
4:30 p.m. – National City Public Library

PARKS, RECREATION & SENIOR CITIZENS ADVISORY BOARD

Third Thursday of every month
4:00 p.m. – City Hall Large Conference Room

PLANNING COMMISSION

First and Third Monday of every month
6:00 p.m. – City Council Chambers

PUBLIC ART COMMITTEE

Fourth Tuesday of January, April, July, October
3:00 p.m. – City Hall Large Conference Room

TRAFFIC SAFETY COMMITTEE

Second Wednesday of every month
2:00 p.m. – City Hall Large Conference Room

VETERANS & MILITARY FAMILIES ADVISORY COMMITTEE

Quarterly
Dates, time and location to be determined

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

<input type="checkbox"/> Community & Police Relations Commission* (CPRC)	<input type="checkbox"/> Civil Service Committee
<input type="checkbox"/> Library Board of Trustees	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board	<input type="checkbox"/> Public Art Committee*
<input checked="" type="checkbox"/> Veterans & Military Families Advisory Committee*	<input type="checkbox"/> Traffic Safety Committee

- Applicants must be residents of the City of National City except for those marked by an * and all applicants must be U.S. Citizens.

➤ Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: VILAVANH SANGINTHIRATH E-Mail: VILAVANH@LIVE.COM

Home Address: 1013 E 18TH STREET NATIONAL CITY, CA 91950 Tel. No.: (858) 568-2326

Business Affiliation: SAN DIEGO INNOVATIONS & POWERHOUSE BUSINESS SOLUTIONS

Title: FOUNDER & CEO

Business Address: 9285 DOWDY DR. SUITE 205. SAN DIEGO, CA 92131

Tel. No.: (619) 434-2860

Length of Residence in National City: 32 YEARS San Diego County: 32 YEARS California: 32 YEARS

Educational Background: SAN DIEGO STATE UNIVERSITY, BUSINESS MANAGEMENT WITH AN EMPHASIS IN MARKETING. SAN DIEGO MESA COLLEGE, ASSOCIATES IN BUSINESS ADMINISTRATION. SAN DIEGO STATE UNIVERSITY, CERTIFICATE OF MANAGEMENT & LEADERSHIP

Occupational Experience: PLEASE SEE ATTACHMENT FOR OVERVIEW OF PROFESSIONAL EXPERIENCE

Professional or Technical Organization Memberships: MEMBER OF ASIAN BUSINESS ASSOCIATION. MEMBER OF CALIFORNIA DIVERSITY COUNCIL. MEMBER OF SAN DIEGO NON-PROFIT ASSOCIATION. SPEAKER AT MANY HIGH PROFILED CONFERENCES, EVENTS, AND YOUTH EMPOWERMENT OPPORTUNITIES.

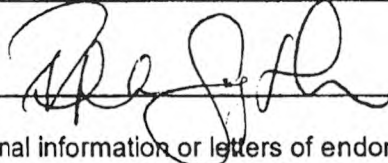
Civic or Community Experience, Membership, or Previous Public Service Appointments: BOARD OF DIRECTOR, GIRLS IN TECH SAN DIEGO. BOARD OF DIRECTORS, BREAK THE SILENCE AGAINST DOMESTIC VIOLENCE. BOARD ADVISOR, GERSON INSTITUTE. EXECUTIVE TEAM MEMBER, MAINSTREET ALLIANCE SAN DIEGO.

Experience or Special Knowledge Pertaining to Area of Interest: I HAVE MANY FAMILY MEMBERS AND CLOSE FRIENDS IN THE MILITARY, I UNDERSTAND THE COMPLEXITIES AND STRUGGLES OF LIVING THE MILITARY LIFESTYLE THAN MOST CIVILIANS. THE GREATEST PART IS THROUGH MY PROFESSIONAL BACKGROUND AND EXPERIENCES OF BEING AN ENTREPRENEUR AND WORKING WITH SMALL BUSINESSES, I'VE BEEN FORTUNATE

ENOUGH TO HELPED OVER 5 MILITARY INDIVIDUALS TRANSITIONING OUT OF THE FORCE TO START THEIR BUSINESS AND BUILD A GREAT FUTURE FOR THEIR FAMILIES. I'M CURRENTLY WORKING ON MY NEWEST INITIATIVE CALLED SAN DIEGO INNOVATIONS, AND ONE OF THE FOCUS IS WORKING WITH THE WORKFORCE PARTNERSHIP TO PROVIDE A PIPELINE FOR MILITARY PERSONNELS THROUGHOUT SAN DIEGO. I'M IN DISCUSSIONS WITH COUNTY OF SUPERIOR COURT AND SECOND CHANCE TO PROVIDING A PROGRAM FOR MILITARY VETERANS TO GETTING THE MENTAL HEALTH, AND TRAINING NEEDED TO GET BACK ON THEIR FEET. FROM A PERSONAL STANDPOINT, I CAN SYMPATHIZE WITH THE STRUGGLES AND HEARTBREAK THAT COME WITH LOSING A LOVED SOLIDER AT WAR WITH THE LOSS OF MY COUSIN AND A COUPLE CLOSE FRIENDS, I'M A SINGLE MOTHER AND I'VE ALSO HELPED OVER 20 MILITARY PARENTS (SINGLE OR NOT) BY PROVIDING THEM RESOURCES AND OUTLETS THROUGH MY BLOG, MEET UP GROUPS, AND NETWORK OPPORTUNITITES TO GET THE SUPPORT NEEDED. I STARTED A SOCIAL GROUP CALLED MEMOIRS OF SINGLE PARENTS IN 2013, OVER 100 PARENTS IN THE GROUP ARE MILITARY MEMBERS AND HAVE REACHED OUT TO ME FROM ALL AREAS IN THE NATION TO THANK ME FOR MY SUPPORT AND AN AREA TO LET OUT THE PAIN AND STRUGGLES AS A PARENT. IN 2005, I MOVED TO GERMANY FOR ONE YEAR TO BE A COUNSELOR FOR MILITARY CHILDREN WHERE I STAYED ON THE ARMY BASE AND HELPED KIDS FROM AGES 6 MONTHS TO 17 YEARS OF AGE. I COACHED AND TAUGHT BASKETBALL, CONDUCTED EDUCATIONAL ACTIVITIES, BECAME AN OUTLET FOR CONSULTATION SO THE KIDS CAN RELATE AND HELP GUIDE THEM THROUGH DIFFICULT CHANGES. I BECAME GREAT FRIENDS WITH MANY OF THE PARENTS, COUNSELORS, AND TECHERS TO THIS DAY.

Have you ever been convicted of a felony crime? No: ☒ Yes: ☐ misdemeanor crime? No: ☒ Yes: ☐
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 08/14/17

Signature: 

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

Vilavanh Sanginthirath

Innovative strategist and forward thinking team leader with a proven track record for identifying opportunities, present a bold vision, and building successful teams from the ground up



Corporate | Nonprofit | Small Business
Board Member | Community Leader

(858) 568-2926

vilavanh@live.com

San Diego, CA

ENTJ

PROFESSIONAL EXPERIENCE

April 2017 - Present

San Diego, CA

Chief Executive Officer

Powerhouse Business Solutions

Achievements

Developed and launched overall strategy, financial plans, pricing structure, legal contracts and business plan
Build partnerships with local businesses, chambers, and community to drive economic growth and impact



January 2017 - June 2017

San Diego, CA

Co-Managing Director &

Director of Marketing

Girls in Tech, San Diego

Achievements

Built infrastructure of organization including programs, marketing plans, strategic partnerships, executive team
Advocated and spoke during events, media appearances
Launched with over 550 registrants, and a 70% attrition



June 2016 - May 2017

San Diego, CA

Director of Marketing

Gerson Institute

Achievements

Developed new infrastructure, workflow and processes for all departments: marketing, sales, production
Launched Gerson Cookbook generating over \$200K
Conducted systems & process, saving over \$50K



November 2014 - May 2016

San Diego, CA

Marketing Manager | Canada

HD Supply, Inc.

Achievements

Generated over \$8MM and contributed 16% in co. sales
Exceeded forecast and hit a record \$50MM in revenue
Lead new market strategy & website, drove 16% growth



April 2014 - November 2014

San Diego, CA

CRM Marketing Campaign Manager

Petco Animal Supplies, Inc.

Achievements

Managed P&F Campaign, generate \$3.4MM in 2 days
Support campaigns for loyalty, ecommerce, merchandise



AREAS OF EXPERTISE

Years of Experience

0 5 10

Leadership

Strategic Planning

Budgeting Finance

Market Expansion

Change Management

Team Building

Systems Integration

Strategic Partners

E-Commerce Mgmt.

Operation Workflow

Data Analysis

Community Curator

INVOLVEMENT & ACHIEVEMENTS

- SD Magazine - Woman of the Year 2017 Nominee
- Intern - Councilmember A. Sotelo-Solis
- Board of Director - Break the Silence Against DV
- Board Advisor - Gerson Institute
- Advocate - Veterans & Military Family Meet Ups
- Speaker - U.S. News STEM Solutions Conference
- Executive Team - Women of Main Street Alliance
- Member - Asian Business Association
- Member - American Marketing Association
- Member - California Diversity Council
- Member - San Diego Non-Profit Association
- Speaker - Break the Silence Community Outreach

EDUCATION

- San Diego State University
Business Management - emphasis in Marketing
- San Diego State University
Certificate in Management & Leadership

The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

Item # ____

02/20/18

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL
CITY APPROVING THE WAIVING OF THE READING OF THE
TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING
AND PROVIDING THAT SUCH ORDINANCES SHALL BE
INTRODUCED AND/OR ADOPTED AFTER A READING
OF THE TITLE ONLY.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City waiving the formal bid process as allowed by NCMC Section 2.60.110(B)(1)(2), and authorizing the Mayor to execute a 5-year Agreement with three extensions in 1-year increments between the City of

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 20, 2018

AGENDA ITEM NO. _____

ITEM TITLE: Resolution of the City Council of the City of National City waiving the formal bid process as allowed by NCMC Section 2.60.110(B)(1)(2), and authorizing the Mayor to execute a 5-year Agreement with three extensions in 1-year increments between the City of National City and San Diego Sports Medicine and Family Health Center for Wellness Program Services from February 20, 2018 to June 30, 2023, in an amount not to exceed \$68,030. (Fire)

PREPARED BY: Frank Parra

DEPARTMENT: Fire

PHONE: 619-336-4551

APPROVED BY: 

EXPLANATION: Over the last eleven years, the National City Fire Department (NCFD) has contracted with the San Diego Sports Medicine and Family Health Center (SDSMFHC) for wellness program services. An extension of the last Agreement expired on October 30, 2017. As a result, the NCFD would now like to enter into a new 5-year Agreement.

As allowed by NCMC Section 2.60.110(B)(1)(2), - Formal bidding procedure—Generally: *Formal competitive bidding may be waived by the City Council, or the City Manager within the limits of contracting authority, where it has been determined that: (1) competitive bidding is or would be impractical or impossible, and (2) the circumstances are such that no obvious, ascertainable advantage to the City could result.*

Over the last few years, formal bid process attempts by the City of San Diego did not yield any other qualified service providers, because SDSMFHC is uniquely qualified. There are no other providers of this type of service, and there is no adequate other substitute for what the NCFD needs; and because there are no other sources of this service, there would be no competitive advantage to bidding. Staff believes it is in the City's best interest to take advantage of this opportunity and would ask the City Council to waive the formal bid process.

In order to continue the Wellness Program, the NCFD needs to have an Agreement in place in order to participate. Staff recommends the City Council waive the formal bid process and authorize the Mayor to execute a 5-year Agreement with the SDSMFHC.

FINANCIAL STATEMENT:

ACCOUNT NO. 001-412-125-205-0000 – (Medical Services)
\$68,030

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. San Diego Sports Medicine and Family Health Center Agreement
2. Resolution

**AGREEMENT BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
SAN DIEGO SPORTS MEDICINE AND FAMILY HEALTH
CENTER FOR WELLNESS PROGRAM SERVICES**

THIS AGREEMENT is made, entered into, and effective as of the 20th day of February, 2018, by and between the City of National City on behalf of the National City (City), with its principal place of business located at 1243 National City Boulevard, National City, CA, 91950-4397 and San Diego Sports Medicine & Family Health Center (SDSMFHC), a California corporation, with its principal place of business located at 6699 Alvarado Road, Suite 101, San Diego, CA 92120.

RECITALS

WHEREAS, the National City Fire Department (NCFD) will participate in the San Diego Firefighters Regional Wellness Program (SDFFRWP) which is in compliance with the International Association of Fire Fighters (IAFF) and the International Association of Fire Chiefs (IAFC) Health and Wellness Initiative guidelines; and

WHEREAS, the City has determined SDSMFHC has the expertise, experience, qualifications and personnel necessary to provide Wellness Program services required by the NCFD and described in the IAFF/IAFC Fire Service Joint Labor Management Wellness-Fitness Initiative (IAFF, 1999, ISBN# 0-942920-36-8) (<http://www.iaff.org/safe/wellness2.html>). The program described in IAFF/IAFC Fire Service Joint Labor Management Wellness-Fitness Initiative (IAFF, 1999, ISBN# 0-942920-36-8) shall henceforth be described as the “Wellness Program” or “NCFD’s Wellness Program”; and

WHEREAS, the City of National City and SDSMFHC desire to enter into a contractual relationship which makes SDSMFHC the health provider agency of the NCFD’s Wellness Program.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Compensation.

1.1 The City of National City and SDSMFHC agree to pay and bill respectively in accordance with the rates, fees and restrictions set forth in Item 1.2, 4.1, 4.2.9, 4.3, and 4.4 of this agreement.

1.2. SDSMFHC shall provide an invoice for services rendered during a calendar month to the NCFD by the 10th day of the next month. The City of National City will pay the invoice within 30 days after receiving the invoice. Invoices are subject to approval by the City prior to payment. Services will be itemized, and presented in the following categories:

- 1.2.1. Clinical services
- 1.2.2. Consultation services
- 1.2.3. Lecture and workshop services

Section 2. Term.

2.1. Term. The term of this Agreement shall be for a period of five (5) years and four (4) months, from February 20, 2018 to June 30, 2023.

2.2. Options to Renew. The City of National City shall have the option to renew this agreement for three (3) one (1) year options, each for a period of one (1) year after the expiration of the original term, or the preceding one-year option term. Each option term shall be renewed on the same terms as this Agreement, except that the rates in section 4.1, 4.29, 4.3, and 4.4 may be increased or decreased by mutual written agreement of the parties. Any rate changes shall be made at the time of exercise of the option, to take effect at the beginning of the new one year period unless otherwise agreed to in writing by the parties.

2.3. Exercise of Option to Renew. The City of National City shall give notice in writing of its intention to renew at least sixty (60) days prior to the expiration of the Agreement, or of the prior option term. If notice is provided by the NCFD to SDSMFHC, such notice shall be sent by mail addressed to:

Katie Rusk, Project Manager
San Diego Sports Medicine & Family Health Center
6699 Alvarado Road, Suite 101
San Diego, CA 92120

Section 3. NCFD Obligations.

3.1 Administration. The Chief of the NCFD or designated representative shall administer this Agreement on behalf of the NCFD and represent the NCFD in all matters pertaining to the Agreement.

Section 4. SDSMFHC Obligations.

4.1. Wellness Program Services. SDSMFHC agrees to provide services rendered at the location identified in Item 4.2 below, to NCFD employees participating in the Wellness Program (hereinafter "NCFD Employees"), at the fees for service identified in Item 4.3. SDSMFHC agrees to perform and/or coordinate all services identified in the Fire Service Joint Management Wellness-Fitness Initiative. The five components are Medical, Fitness, Injury Prevention and Rehabilitation, Behavioral Health and Data Collection. SDSMFHC agrees to provide the following services and/or collection of information in addition to those services set forth in Appendix A:

- a. **Prior to Medical Evaluation.** SDSMFHC agrees to provide all the necessary forms, reports, and documentation for the requested information listed below:
 - Introductory letter describing the Firefighter Initiative.

- Health history/Lifestyle questionnaire.
- Health risk assessment.
- Exercise risk assessment.
- Participant information.
- HIPAA information and acknowledgment.
- Nutrition and diet analysis.
- Arbitration agreement.
- Explanation of testing procedures.
- Instructions for participation.
- Laboratory requisition (participant will have labs drawn at least one week prior to evaluation).
- Respiratory fit clearance form.
- Directions to facilities.

SDSMFHC will coordinate and provide staff to have blood drawn for lab analysis at designated fire stations at least one week prior to the participants' Wellness evaluation. The cost of this mobile service is included in the package price for the Medical Fitness Evaluations listed in section 4.3.

b. Medical Evaluation. Each participant will receive the following evaluations and follow up at the SDFFRWP Wellness Center:

- Vitals: height, weight, blood pressure, pulse, temperature, and respirations.
- Complete hands-on physical examination by a Physician or Physician's Assistant (PA).
- Blood profile including a CBC, chemistry panel, and lipid panel.
- TSH screening (cardiovascular risk screening) is optional and at an additional cost in accordance with the fee schedule.
- Chest x-ray.
- Pulmonary Function Test, including lung volume and flow rate.
- 12 lead EKG.
- Lifestyle Questionnaire and Nutritional Risk Assessment.
- Hearing and Vision screening.
- Cancer screening, as appropriate, at an additional cost, including PSA, Hemocult, Pap Smear, Mammogram, CA-125.
- DOT/DMV physical form.

c. Fitness Evaluation:

- Maximal/Sub-Maximal (age determined) Exercise Test monitored by a 12 lead EKG.
- Body Composition.
- Plank test.
- Push-up Evaluation of Upper Body Strength and Endurance.
- Functional Movement Screening/Y Balance test or other appropriate Functional Movement Screen.
- Flexibility evaluation.
- Vertical Jump test.

d. Schedule for Medical and Fitness Evaluations. For each individual participating in the program:

- 45-60 minutes with Physician: physical exam, review labs, and other test results.
- 45-60 minutes with Exercise Physiologist: treadmill test, exercise consult, nutrition consult.
- 45 minutes with Strength and Conditioning Personnel: strength, flexibility, body composition.
- 45 minutes with Medical Assistant: vitals, vision, blood draw, hearing, pulmonary function, chest x-ray, review history and immunizations.

e. Follow-up Consultation with Physician at time of initial appointment.

- Follow-up on findings from annual examinations will be reviewed by the physician at time of evaluation.
- Abnormal findings on the annual physical will be addressed with specific recommendations to control or remedy the abnormality, and with recommendations for follow up or referral.
- Referrals will be made as appropriate for non-service connected issues, using the participants Primary Care Provider.

f. Personalized feedback from Exercise Physiologist and Athletic Trainer/Peer Fitness Trainer:

- Individual's level of fitness.
- Level of improvement since past assessments.
- Realistic evaluation of the individual's physical capacity to safely perform assigned jobs.
- Suggested exercise program.

- Comprehensive wellness/fitness program recommendations.
- Firefighter Physical Performance Standard Score.
- Physical Fitness Age Assessment.

g. Personalized written Health and Wellness Report. Each firefighter will receive an individual packet of the medical and fitness evaluation that outlines his/her results. The report will outline recommendations for each individual to improve and maintain fitness, as well as recommend treatment or follow up for any medical condition. Educational material regarding various health topics will be included in the packet.

h. Reporting and Recommendations. SDSMFHC agrees to incorporate the current criteria used in Respiratory Fitness Clearance and Department of Motor Vehicles medical evaluations with regard to findings and risks. It is not the intention of the Wellness Program to re-define the existing fitness-for-duty criteria. Strict confidentiality and maintenance of records will be adhered to throughout any reporting and/or referral procedures.

i. Data Collection. SDSMFHC will provide scientific and technical support related to data collection and analysis. Data shall be collected and stored on the electronic database designed by SDSMFHC specifically for the Services to be performed under this agreement. Data Collection services shall include the following:

- 1) Storage of past, current and future data on a secure server. Data shall be backed up weekly and kept at a remote location.
- 2) Analysis of data for errors, omissions, and outliers. Statistical analysis shall be performed to summarize the demographic medical fitness outcomes on each individual as well as the group as a whole.
- 3) Development of an annual report which shall be presented to Senior NCFD Staff which identifies health trends and concerns.
- 4) Development of new strategies for data collection and reporting.
- 5) Evaluating and analyzing data for individual and group disease management.
- 6) Integrating data with other fire departments in a confidential manner in compliance with all federal and state law.

j. Education Program. SDSMFHC will provide educational hours over the year for Wellness participants. The Education component will be multifaceted in its delivery. The intent of the Education Component is to address those areas of interest and concern for the health and fitness of the National City Firefighters. The Education Component shall include the following:

- 1) Nutrition station as part of the annual physical;
- 2) Biannual newsletter;
- 3) Stations visits which will include, but not be limited to educational sessions on exercise, fitness, nutrition, and health related topics.

- 4) Individual counseling for high risk individuals and those with specific nutrition and exercise needs;
- 5) Development of educational material for Personal Profile and group education projects (i.e. Fiber challenge, Big Burn Challenge, Body Blast workout, Health Fire Fighter recipes;
- 6) Providing resources and Consultant staff on health and fitness related issues (i.e. return to work issues, training issues, Cross Fit, medical advice regarding injury treatment and more)
- 7) Providing a Registered Dietician to help those individuals with high risk nutritional/health related problems.
- 8) Providing an Athletic Trainer to help those individuals with specific injury related problems identified by Physician.

The Education Program consists of initial education, as well as recurrent education. Fees for the initial portion of the Educational Program are included in the set fee for Medical and Fitness Exams for Wellness Participants.

k. Hazardous Materials Technician Physical. Some of the firefighters in the NCFD may be designated as Hazardous Materials Technicians. Their special requirements for a physical will include the following:

- 1) All of the components and procedures of the Respiratory Fit Evaluation.
- 2) Blood testing consisting of CBC, chemistry panel and heavy metals (arsenic, mercury and lead) and archiving of the results on entrance into the Hazardous Materials Program.
- 3) Cholinesterase on a yearly basis.
- 4) Any additional blood testing required for specific or known exposure.
- 5) EKG
- 6) Treadmill

l. Immunizations. SDFFRWP agrees to offer NCFD, at NCFD discretion, employees on-duty influenza immunization, and PPD (Tuberculosis) testing at strategic locations throughout the NCFD, as identified by the NCFD and agreed upon with the Wellness Officer, and charged according to the fee schedule in 4.3. These services are mobilized and can accommodate 30 participants at one time. Each participant will complete a consent form describing risk and benefits of vaccines and PPD placement. Each participant will receive the immunization and/or PPD. A licensed individual will be present to administer or supervise administration of the immunization or PPD. The PPD will be read within 48 to 72 hours by a certified individual. Scheduling will be determined by the NCFD and agreed upon with the Wellness Officer.

m. Other Immunizations. All immunization records and history of immunizations (that Participants provide) will be kept in patients chart. Review of immunizations will be made at the time of Wellness physical or respiratory fit exam. Necessary immunizations including Hepatitis B will be given at that time and charged according to the fee schedule in 4.3. Additional immunizations as part of a series will be administered on an individual basis at the Wellness Center, scheduled by the Wellness Officer. All immunizations will be preauthorized by the City of National City.

4.2. SDFFRWP Wellness Program Facilities.

4.2.1. Wellness Program Locations. SDFFRWP agrees to provide Wellness Program services to NCFD Employees at the following location:

SAN DIEGO FIREFIGHTERS REGIONAL WELLNESS CENTER
(Hosted by San Diego Sports Medicine and Family Health Center)
6699 Alvarado Road, Suite 101
San Diego, CA 92120

4.2.2. Staffing and Hours of Operation. SDSMFHC shall maintain a medical facility staffed by licensed physicians and technicians during business hours. In agreement with the City of National City, SDSMFHC shall commit to the days and hours of operation to comply with the goals of the Wellness Program and the Wellness Initiative.

4.2.3. Priority Appointments. SDSMFHC shall maintain a licensed physician or physician assistant available to examine and treat NCFD Employees that have arrived for their appointment.

4.2.4. Medical Specialists. SDSMFHC shall have “on call” medical specialists to examine patients either at the facilities listed above or at the specialist’s office, for medical emergencies and follow-up care.

4.2.5. Medical Consultants. SDSMFHC shall maintain a list of medical specialty consultants for referral to NCFD Employees.

4.2.6. Other Medical Services. SDSMFHC shall provide radiological facilities on-site at the Wellness Center to facilitate comprehensive examinations.

4.2.7. Weekend and Evenings. The Wellness Center will not operate on weekends or evenings.

4.2.8. Cancelled/Delayed Appointments. The NCFD is engaged in “All-Risk” emergency services, 24-hours a day. Due to unforeseen emergencies (fires, major incidents, disasters, etc.), it may be possible that an emergency crew and/or support personnel are otherwise engaged in emergency operations and unable to keep their appointment at the Wellness Center. All efforts will be made to provide personnel that are ready for their Wellness Center evaluation. The days of operation and the number of personnel to receive the services will be determined based on an annual schedule and the need of NCFD and will be in consultation

with the Wellness Officer.

4.2.9. Vacancy Fee. Despite the best efforts of the NCFD and/or appointed personnel assisting in scheduling Wellness activities, there may be occurrence that scheduled NCFD employees are NOT present for evaluation. The City of National City will pay a vacancy fee of \$300.00 for any occurrence after two occurrences in any calendar month applicable only to days of operation without notice of cancellation prior to 72 hours

4.3. Pricing of Services. The following prices have been established at the initiation of this agreement, and as referred in items 4.1, 4.3. The fees for all services excluding labs and vaccinations shall be increased at a rate of 5% of the cost from the prior fiscal year. Influenza Vaccinations, PPD testing and Labs will be priced based on the current market value.

<i>CLINICAL SERVICES</i>	<i>COST</i>
Medical Fitness Evaluation	\$1543.03 per participant
Pre-employment Physical-Public Safety**	\$557.00 per participant
Administration	Included
Facilities and Maintenance	Included
DMV exam and paperwork only	\$125.00 per participant
Respiratory Fit Exam only	\$150.00 per participant
Hazardous Materials Technician Physical	\$660.00 per participant
Influenza Vaccinations	\$20.00 per participant*
PPD testing	\$25.00 per participant
Immunizations as Requested:	
Hepatitis A Vaccine	\$110.00 per participant*
Hepatitis B Vaccine	\$252.00 per series*
Hepatitis B Titer	\$125.36 per participant*
Tetanus/Adacel	\$75.00 per participant*
<i>LABS</i>	<i>COST</i>
General Labs (No Med Fit Eval)	\$48.00 per participant
Hearing (No Med Fit Eval)	\$40.00 per participant
PSA	\$46.31 per participant

Hemocult	\$23.15 per participant
Pap Smear w/HPV	\$175.00 per participant
Mammogram	\$200.00 per participant
Chest X-ray (No Med Fit Eval)	\$65.00 per participant
Cholinesterase	\$65.00 per participant
Resting EKG (No Med Fit Eval)	\$50.00 per participant
Treadmill (No Med Fit Eval)	\$296.36 per participant
Heavy Metals Testing	\$250.00 per participant
CONSULTATION SERVICES	COST
Physician Consultation	\$300.00 per hour
Physical Therapy Consultation	\$100.00 per hour
Physical Therapy Services	\$75.00 per hour
LECTURE & WORKSHOP SERVICES	COST
Back Workshop	\$600.00 per lecture

* Fees may be adjusted during the term of this agreement based on changes in current market price and availability of the vaccines. The adjusted fee will be determined by the average price of the vaccine or PPD through other local providers, plus 10% for administration. The decision to provide these services rests with the NCFD.

** See attached "Appendix A" - Pre Employment Physicals-Group 1 Public Safety Positions

4.3.1. Pre-Paid Fees for Services. Any pre-paid fees for service will be reimbursed back to the City of National City within 10 days of dissolution of this agreement.

4.4. Safety/Preventive Services.

4.4.1. SDSMFHC agrees to make available consulting/training in the area of safety/prevention services at the following rates:

- a. Physician time billed at \$300 an hour.
- b. Non-physician time billed at \$100 an hour.

4.5. Prescriptions. It is not the intention of this Agreement or the City of National City that medications shall be dispensed during the scope of the Wellness Program. If the consulting physician identifies a need to prescribe a medication, he/she can provide a prescription at no additional cost, until the employee can follow-up with his/her own physician,

or make a referral to the employee's own physician. The City of National City shall not reimburse either the employee or SDSMFHC for prescription or non-prescription medications.

4.6. Vision and Audiometric Examinations. SDSMFHC agrees to provide vision and audiometric examinations to NCFD Employees as referenced by guidelines published by the California Department of Motor Vehicles (DMV).

4.7. Respiratory Examinations. SDSMFHC agrees to provide respiratory examinations to NCFD Employees as referenced by guidelines published by the Occupational Safety and Health Administration (OSHA).

4.8. Performance Standards. It is the intent of SDSMFHC and the City of National City to provide quality medical care and other Wellness services for NCFD Employees. To maintain and improve the quality, access, availability, and cost-effectiveness of the services provided under this Agreement, SDSMFHC and the City of National City each agree to use their best efforts to develop means and standards for measuring the performance of NCFD under the Agreement, including, but not limited to the following:

4.8.1. Measurement of Key Performance Indicators, including Workers' Compensation savings, vital signs, cholesterol levels, and subjective surveys of participant's satisfaction.

4.8.2. Comparison of these indicators with other fire Departments as available through the International Association of Fire Fighters (IAFF) Wellness Initiative database.

4.8.3. Comparison of these indicators with other fire Departments as available through the San Diego County Fire Chief's Association (to be determined).

4.8.4. Other factors to be established by SDSMFHC and the City of National City.

4.9. SDSMFHC Representative. SDSMFHC shall designate Richard Parker, D.O, FAOASM, to represent SDSMFHC in all matters pertaining to this Agreement.

Section 5. Administrative Services.

5.1. Periodic Meetings. Subject to any state and federal privacy laws, SDSMFHC agrees to meet with the NCFD's staff as scheduled to confidentially discuss program issues, utilization of medical specialties, utilization of physical therapy, trends and any topic of interest pertaining to the Wellness Program.

5.2. Work-Related Injuries: Initial Medical Reporting. While it is not the intent of the Wellness Program to diagnose or otherwise treat any suspected work-related injuries, in the course of a Wellness/Fitness evaluation a suspected work-related injury or illness may be discovered. SDSMFHC shall refer all NCFD employees, with a suspected work-related injury or illness, to the NCFD for coordination of medical care, unless a life threatening medical emergency exists that requires medical treatment. SDSMFHC will direct the employee to follow all NCFD procedures for reporting a work related injury or illness. Following any emergency

medical treatment, SDSMFHC shall report the treatment to the NCFD for the purposes of follow-up medical treatment. In the case of emergency medical treatment, SDSMFHC shall provide the NCFD with a Doctors First Report of Work Injury or Illness (form 5020) within two days of initial treatment and all billing. SDSMFHC is not authorized to determine causation of any suspected work related injury or illness.

5.3. Work-Related Injuries: Medical Reports and Billings. SDSMFHC shall use those reports, billings and associated forms in a format approved by the NCFD for any and all work related injuries reported.

5.4. Maintenance of Medical Reports. SDSMFHC shall accurately maintain, store and retrieve employee medical files during the period of this Agreement in accordance with all applicable laws and regulations.

5.5. Confidentiality. SDSMFHC shall ensure security of the medical records for all Wellness Program participants and shall ensure compliance with all State and Federal Privacy Laws. At no time shall SDSMFHC release confidential medical records to the City of National City without written authorization from the employee.

5.6. Testimony. SDSMFHC shall, upon reasonable notice, submit to depositions and testify at court if requested by the City of National City at the contracted physician consulting rate in 4.3.

5.7. Return-to-Work Consulting. SDSMFHC shall provide consulting services by working with NCFD staff on returning injured NCFD employees, when appropriate, to modified duty at the contracted physician consulting rate in 4.3.

5.8. Special Treatment Consulting. SDSMFHC shall provide recommendations to Wellness Participants regarding surgical options, special medical treatments, or other special medical procedures identified during the Wellness exam as requiring such treatment or services at the contracted physician consulting rate in 4.3.

5.9. Authorization for Patient Referral. SDSMFHC shall insure that the employee is instructed that any referral made to a specialist or hospital will NOT be reimbursed by the Wellness Program unless authorized by both the Medical Director and the Project Manager.

Section 6. Indemnification and Hold Harmless.

6.1. SDSMFHC agrees to defend, indemnify, protect and hold the City of National City and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to NCFD's employees, agents or officers, which arise from or are connected with or are caused or claimed to be caused by the sole negligence or sole willful misconduct of SDSMFHC and its employees in performing the work or services or supplying the materials or equipment under this Agreement, and all expenses, of investigating and defending against same; provided, however, that SDSMFHC's duty to defend, indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or sole willful misconduct of the City of National City,

its agents, officers or employees. This shall not prejudice the right of the City of National City to appear in such suit, participate in the defense, and take such actions as may be necessary to protect the interests of the City of National City. If the City of National City chooses, at its own election, to obtain independent legal counsel in defense of any claim against the City of National City, related to the performance by SDSMFHC under this Agreement, then the City agrees to pay the reasonable value of attorney's fees and costs for such independent legal counsel, however, the SDSMFHC shall not be obligated to pay attorney's fees at an hourly rate greater than the hourly rate charged by its defense attorneys in the same matter. SDSMFHC's obligations under this section shall be reduced dollar for dollar by any amounts the City of National City is awarded in such action for attorney's fees and costs.

6.2. The City of National City agrees to defend, indemnify, protect and hold SDSMFHC and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to SDSMFHC employees, agents or officers, which arise from or are connected with or are caused or claimed to be caused by the sole negligence or sole willful misconduct of the City of National City and its agents, officers or employees in performing the work or services or supplying the materials or equipment under this Agreement, and all expenses, of investigating and defending against same; provided, however, that the City of National City's duty to defend, indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or sole willful misconduct of SDSMFHC its employees, agents and officers. This shall not prejudice the right of SDSMFHC to appear in such suit, participate in the defense, and take such actions as may be necessary to protect the interests of the SDSMFHC. If SDSMFHC chooses, at its own election, to obtain independent legal counsel in defense of any claim against the SDSMFHC, related to the performance of the City of National City under this Agreement, then the City of National City agrees to pay the reasonable value of attorney's fees and costs for such independent legal counsel, however, the City of National City shall not be obligated to pay attorney's fees at an hourly rate greater than the hourly rate charged by its defense attorneys in the same matter. The City of National City's obligations under this section shall be reduced dollar for dollar by any amounts SDSMFHC is awarded in such action for attorney's fees and costs.

Section 7. Termination. This Agreement shall renew annually as set forth in Item 2. This Agreement may be terminated for any reason by either party giving ninety (90) days written notice to the other party's designated representative, provided that the Indemnification and Duty to Defend provisions in Item 6 shall survive such termination, for a period of one year.

Notice under this provision shall be communicated in writing in person or by certified mail, return receipt requested as follows:

If to SDSMFHC:	Richard Parker, D.O., FAOASM San Diego Sports Medicine & Family Health Center 6699 Alvarado Road, Suite 101 San Diego, CA 92120
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If to City of National City:	Director of Emergency Services
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National City Fire Department
1243 National City Boulevard
National City, CA 91950-4397

Section 8. Equal Opportunity. SDSMFHC shall comply with the City of National City's Equal Opportunity Program.

Section 9. Drug-Free Workplace. Upon execution of this Agreement and all subsequent extensions, SDSMFHC agrees to comply with any requirements set forth in City of National City policy regarding drug-free workplace.

Section 10. Americans with Disabilities Act Statement. SDSMFHC shall be responsible for complying with the 1990 Americans with Disabilities Act (ADA). (For specific services and public accommodations, SDSMFHC may contact the Office of the Americans with Disabilities Act, Civil Rights Division, U.S. District of Justice, P.O. Box 66118, Washington, D.C. 20035-6118; phone number (202) 514-0301.)

Section 11. Integration. This Agreement, and all rights and obligations created by this Agreement, shall be in full force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

Section 12. Compliance with Controlling Law. SDSMFHC shall comply with all laws, ordinance, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, SDSMFHC shall comply within a reasonable time after receiving written notice by NCFD with all directives issued by the NCFD or its authorized representatives under authority of any laws, statutes, ordinance, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

Section 13. Jurisdiction and Venue. The venue for any suit or proceeding concerning the Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California.

Section 14. No Waiver. No failure of either the City of National City or SDSMFHC to insist upon the strict performance by the other of any covenant, term or condition of the Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of the Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

Section 15. Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

Section 16. Drafting Ambiguities. The Parties agree that they are aware they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this

Agreement, and the decision whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of this Agreement.


Section 17. Signatures–Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the parties of at least one set of counterparts. The parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed on the date and year first above written by the City of National City, acting by and through its Mayor, and by SDSMFHC, acting by and through its Wellness Director.

CITY OF NATIONAL CITY

**SAN DIEGO SPORTS MEDICINE AND
FAMILY HEALTH CENTER**

By: _____
Ron Morrison, Mayor

By: _____
Richard Parker, D.O., F.A.O.A.S.M.
Wellness Director

APPROVED AS TO FORM:

By: _____
Lee Ralph, M.D.
Chief Financial Officer

Angil P. Morris-Jones
City Attorney

APPENDIX A

Pre-employment Physicals Group 1 Public Safety Positions

The pre-employment physicals may be utilized by the City of National City to examine new firefighters. The examination will include the following:

1. Review of personal and family health history (questionnaire).
2. Complete physical examination by physician including orthopedic evaluation.
3. Vital signs.
4. Eye tests, near and distant vision, lateral and vertical phorias, color vision using Ishihara plates, also Farnsworth color vision test (D-15) when indicated.
5. Hearing and audiometric performed in audio booth.
6. Radiological studies:
 - a. Two (2) view x-ray exam of the chest (heart and lungs).
 - b. Three (3) view lumbar spine x-rays.
7. Firefighters only: respiratory questionnaire and test with certification.
8. Laboratory studies.
 - a. CBC
 - b. Blood chemistry
 - i. Uric Acid
 - ii. Potassium
 - iii. Phosphatase Chloride
 - iv. Total Protein
 - v. Glucose
 - vi. Nitrogen (BUN)
 - vii. LDH
 - viii. Creatinine
 - ix. LFT's - transaminase, (SGOT and SGPT)
 - c. Urinalysis
 - d. Drug Screen - Urine

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the City Manager to execute a three-year Agreement with the Employment Development Department (EDD) that includes a Confidentiality Agreement and an Indemnity Agreement, for the total

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 20, 2018

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the City Manager to execute a three-year Agreement with the Employment Development Department (EDD) that includes a Confidentiality Agreement and an Indemnity Agreement, for the total not to exceed amount of \$2,436 providing the National City Police Department access to EDD's Confidential Employer Address and Client Address information for investigative purposes.

PREPARED BY: Lt. Graham Young

DEPARTMENT: Police

PHONE: 336-4514

APPROVED BY: 

EXPLANATION:

The Employment Development Department (EDD) confidential database is an investigative tool to locate victims, suspects, missing persons, potential witnesses, or persons for whom a felony arrest warrant has been issued, when the information is requested in the course of and as a part of an investigation into the commission of a crime when there is a reasonable suspicion that the crime is a felony and that the information would lead to relevant evidence. The maximum amount of this Agreement shall not exceed Two Thousand Four Hundred Thirty Six Dollars, which includes a \$1,500.00 Administrative Fee. The administrative costs for contracting include the costs for development, processing, and maintenance of a contract, which averages \$1,500 per contract for a three year contract. The administrative fee will be charged at a rate of \$125 per quarter and a \$16.00 per quarter SFT Account Fee, and a \$2.00 per SSN locator request report. Funds will be used from the General Fund.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

001-411-000-217-0000

Funds are appropriated and available in the above expenditure account:

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Approve Resolution

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

State of California Standard agreement from the Employment Development Department.



NATIONAL CITY POLICE DEPARTMENT

MEMORANDUM

DATE: January 11, 2017

TO: Manuel Rodriguez, Chief of Police

FROM: Graham Young, Lieutenant

SUBJECT: Staff Report – Executive Brief on Standard Agreement on Services for the Employment Development Department

Summary:

The National City Police Department Investigation's Division will add an investigative tool through a 3-year contract with the Employment Development Department (EDD) in an effort to further advance new or existing investigations. EDD upon request, retrieves and processes information from Social Security Numbers (SSN).

Background

Currently, the National City Police Department (NCPD) contacts the Employment Development Department (EDD) via email or telephone to request and obtain confidential information using Social Security Numbers (SSN) for locating victims, suspects, missing persons, potential witnesses, or persons for whom a felony arrest warrant has been issued. This tool is used when the information is requested in the course of and as a part of an investigation into the commission of a crime when there is a reasonable suspicion that the crime is a felony and that the information would lead to relevant evidence. This current process is extremely antiquated and requires a waiting period for a response that sometimes exceeds a 60 to 90-day period. In fact, now that the new electronic system has been set up, the manual system is going away from the National City Police Department being able to access the data needed.

Anytime someone applies for employment and is hired, the business or organization obtaining the applicant's services are required by law to provide EDD with the applicant's personal information, i.e. address, telephone number, family members, vehicle information, etc.



The Investigations Division is a very dynamic unit when it pertains to locating victims, suspects, missing persons, potential witnesses, or persons for whom a felony arrest warrant. Many cases we get involved in do not allow us the luxury to wait 60 to 90 days and demands a more timely response. Therefore, we would like to enter into an agreement with EDD go on-line with their automated system which will dramatically decrease the wait-time for the output data files from the Secure File Transfer (SFT) system within twenty-four (24) hours but no more than twenty (20) days of transfer.

In order to access this system, the National City Police will enter into a 3-year agreement with EDD (attached-already sanctioned/approved by the City of National City's City Attorney), the National City Police Department has to comply with the protections of confidentiality, enter in a "confidentiality agreement" as it pertains to the retrieved confidential information in addition to entering into a "security Agreement" that ensures we have a set of policies and protocol for handling the confidential information obtained through the system. In addition, "Indemnity agreement" which National City Police Department agrees to indemnify the Employment Development Department (EDD) against any and all liability costs, damages, attorney fees, and other expenses the EDD may incur by reason of or as a result of any unauthorized use of the personal, sensitive, or confidential information or any violation of the "Confidentiality Agreement." (Agreements attached).

Cost:

- a. The maximum amount of this Agreement shall not exceed Two Thousand Four hundred Thirty Six Dollars (\$2,436.00).
- b. In consideration of the performance and completion of the foregoing in a satisfactory manner, and upon receipt of a detailed invoice, in triplicate, quarterly in arrears, the NCPD shall reimburse EDD the total amount due, based on the following product rate structure:
 - \$16.00 per month SFT Account Fee;
 - A \$1,500.00 Administrative Fee. the administrative costs for contracting include the costs for development, processing, and maintenance of a contract, which averages \$1,500 per contract; or a three year contract, the administrative fee will be charged at a rate of \$125 per quarter; and
 - \$2.00 per SSN for each LE 1095(i) Locator Report requested.



- c. The NCPD shall be charged for the total number of products requested. Each SSN submitted will generate 1 LE 1095(i) Locator Report.
- d. The maximum amount of this Agreement has been computed based on an estimated 15 SSNs per quarter, as follows:

EDD ABSTRACT	FORMULA	COST
LE 1095(i) Locator Report	15 x 2.00 x 12Q	\$360.00
Administrative Fees		\$1,500.00
SFT Account Fee	16.00 x 12 Months x 3 yrs	\$576.00
Total for 3-year contract		\$2,436.00

Conclusion

It is important to have the ability to search for, locate, save, and replicate quality and pertinent information relating to all areas of crime. Because most criminals move from employment to employment, locating victims, suspects, missing persons, potential witnesses, or persons for whom a felony arrest warrant has been issued can quickly appear and vanish.

We need the latest tools, tips, and techniques that will keep our investigation moving forward, keeping one step ahead of the criminals. Therefore, I recommend that we try the EDD automated system for the three-year period on this contract and re-evaluate at the end of the three years to either continue in the systems' use or discontinue the contract.

STATE OF CALIFORNIA**STANDARD AGREEMENT**

STD. 213 (Rev 06/03)

EDD CUSTOMER CODE: **E00559**PROJECT/ACTIVITY CODE: **695/090****REGISTRATION NUMBER****AGREEMENT NUMBER****M8106503**

1. This Agreement is entered into between the Agency and the State of California Contractor named below:

REQUESTER AGENCY NAME

City of National City, Police Department

STATE OF CALIFORNIA—CONTRACTOR'S NAME

Employment Development Department

2. The term of this Agreement is: March 1, 2018 through February 28, 2021

3. The maximum amount of this Agreement is: \$2,436.00
Two Thousand Four Hundred and Thirty Six Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A	Scope of Work	2	Pages
Attachment A1	Specifications	4	Pages
Exhibit B	Budget Detail and Payment Provisions	1	Page
Exhibit C*	General Terms and Conditions	GTC 04-2017	
Exhibit D	Protection of Confidentiality	3	Pages
Attachment D1	Confidentiality Agreement	1	Page
Attachment D2	Indemnity Agreement	1	Page
Attachment D3	Statement of Responsibility	1	Page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto.

These documents can be viewed at: www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

STATE OF CALIFORNIA CONTRACTOR**California Department of General
Services Use Only**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Employment Development Department

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Sheri L. Collins, Manager, Contract Services Group

ADDRESS

P.O. Box 826880, MIC 62-C
Sacramento, CA 94280-0001**AGENCY**

AGENCY'S NAME

City of National City, Police Department

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Leslie Deese, City Manager

ADDRESS

1243 National City Blvd
National City, CA 91950☐ Exempt per:

EXHIBIT A
(Standard Agreement)

This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as the EDD, and the City of National City, Police Department, hereinafter referred to as the City. It sets forth the terms and conditions for the release and use of the EDD's confidential information.

SCOPE OF WORK

I. Purpose

The EDD agrees to provide confidential Employer Address and Client Address information to the City. The City agrees to use the EDD confidential information for locating victims, suspects, missing persons, potential witnesses, or persons for whom a felony arrest warrant has been issued, when the information is requested in the course of and as a part of an investigation into the commission of a crime when there is a reasonable suspicion that the crime is a felony and that the information would lead to relevant evidence.

II. Legal Authority

The EDD shall make this information available to the City pursuant to California Unemployment Insurance Code (CUIC) Section 1095(i).

The City shall request and use the specified information in accordance with CUIC Section 1095(i) and California Penal Code Section 830.1.

III. Contract Representatives

1. The EDD's contact persons are:

CONTRACT NEGOTIATIONS, CONFIDENTIALITY, AND TECHNICAL ASSISTANCE

Ivory Mitchell, or Designee
Employment Development Department
Information Security Office, MIC 33
P.O. Box 826880
Sacramento, CA 94280-0001

Phone: (916) 654-9381
E-mail: Ivory.Mitchell@edd.ca.gov
Cc: ISOPrivacyDisclosureUnit@edd.ca.gov

FISCAL

Erlinda Matienzo or Designee
Employment Development Department
Accounts Receivable Unit, MIC 70
P.O. Box 826880
Sacramento, CA 94280-0001

Phone: (916) 653-4227
E-mail: Erlinda.Matienzo@edd.ca.gov

EXHIBIT A
(Standard Agreement)

2. The City contact persons are:

**CONTRACT NEGOTIATIONS
AND ADMINISTRATION**

Graham Young or Designee
City of National City, Police Department
1200 National City Blvd
National City, CA 91950

Phone: (619) 336-4514
E-mail: gyoung@nationalcityca.gov

FISCAL MATTERS

Bridget Gregory, Operations Assistant
City of National City, Police Department
1200 National City Blvd
National City, CA 91950

Phone: (619) 336-7391
E-mail: bgregory@nationalcityca.gov

CONFIDENTIALITY AND DATA SECURITY ASSIGNMENTS

Data Security and Integrity:

Cody Williams

Internal distribution of the EDD products:

Tom Di Zinno

3. Either party may make changes to the Contract Representatives information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

ATTACHMENT A1
(Standard Agreement)

SPECIFICATIONS

I. METHODOLOGY: OFFICE OF TECHNOLOGY SERVICES (OTECH) SECURE FILE TRANSFER SERVICE (SFT)

1. The City submits a request for LE 1095(i) Locator Reports under Customer Codes E00559 following the EDD specifications through the Secure File Transfer (SFT) service hosted by the California Office of Technology Services (OTech) for the purpose of investigating felony victims, suspects, missing persons, potential witnesses, or persons for whom a felony arrest warrant has been issued.
2. The EDD retrieves and processes the Social Security Numbers (SSN) submitted by the City.
3. On matching records the EDD produces the data files authorized under this agreement under Customer Code E00559 and submits the data files to the attention of the City through the SFT system.
4. The City retrieves the output data files from the SFT system within twenty (20) days of transfer.
5. On a quarterly basis the EDD invoices the City for all SSN transactions submitted and the cost of the SFT account.

I. RESPONSIBILITIES

1. The EDD agrees to:

- a. Set up a Basic User Account and password under Customer Code E00559 for the City to access the OTech SFT system.
- b. Assign copies of the OTech SFT Basic User Manual and the EDD Abstract System Customer Instruction Packet to the City to assist the City in the implementation of the SFT process.
- c. Provide User Account administration to reset password, unlock user account, and/or modify user account. To request User Account support submit an email message to:

Ivory.Mithchell@edd.ca.gov

Cc: ISOPrivacyDisclosureUnit@edd.ca.gov

- d. Retrieve the City input file from the SFT temporary file storage repository on a daily basis and run the input file against the EDD databases.
- e. Provide the City the following Abstract data files for those individuals whose submitted social security numbers match the EDD records:
(1) LE 1095(i) Locator Report
- f. Transfer the response data file to the City, through the SFT system under the output DSN:
LE 1095(i) Locator Report: em_abs_abs251_sfttrpts_abs00559
- g. Retain the output data file for a period of twenty (20) calendar days in the SFT temporary file repository. On the 21th day, the data file is automatically deleted.
- h. Invoice the City on a quarterly basis for all SSN transactions submitted and SFT account cost.

ATTACHMENT A1
(Standard Agreement)

- i. Monitor and assess status of the data to ensure that the terms, conditions, and disclosure constraints stipulated in this agreement are followed. This compliance review is part of the EDD contract monitoring process.

2. The City agrees to:

- a. Request only the EDD information specifically authorized under this Agreement.
- b. Establish a new password at first logon to the Basic User Account established under Customer Code E00559 for the City to access the OTech SFT system.
- c. Follow the following SFT Password Policy syntactical requirements:
 - The password must contain at least 8 characters.
 - At least one of the characters must be a number.
 - At least one of the characters must be a symbol (for example: !@#\$%).
 - At least one of the characters must be an uppercase alpha character.
- d. Change the Basic User Account password on or before 90 days, after which the account will be locked. A limit of five attempts to enter the password is allowed after which the account will be locked. To request User Account support submit an email message to:

Ivory.Mitchell@edd.ca.gov
Cc: ISOPrivacyDisclosureUnit@edd.ca.gov
- e. Create the request for LE 1095(i) Locator Reports, following the EDD specifications, for felony victims, suspects, missing persons, potential witnesses, or persons for whom a felony arrest warrant has been issued.
- f. Request the file(s) authorized in this Agreement on an as needed basis during the period specified herein. The number of requests (SSNs) shall not exceed 1,000,000 (one million) SSNs on any daily cycle. Requests exceeding 1,000,000 SSNs will process the first 1,000,000 SSNs only. SSNs in excess of 1,000,000 will be discarded and the City will need to resubmit in a future cycle.
- g. Upload the request file into the SFT temporary file storage repository, on an as needed basis, under the input DSN:

em_abs_abs010_absreq_abs00559
- h. Retrieve the response data file from the SFT temporary file storage repository within twenty (20) calendar days from submission. On the 21st day, the data file is automatically deleted.
- i. Delete the retrieved response data file from the SFT temporary file storage repository before submitting a new request.
- j. Use the EDD information to assist in the investigations of felonies or suspected felonies.
- k. Comply with the California Unemployment Insurance Code (CUIC) on any matters pertaining to the access, use, and/or release of data under this agreement. Failure to comply with this provision shall be deemed a breach of this agreement and shall be grounds for cancellation of this Agreement.
- l. Oversee the City staff in their use of confidential information received from the EDD.

ATTACHMENT A1
(Standard Agreement)

- m. Instruct all the City staff with access to the information provided by the EDD under this Agreement regarding the: (1) the confidential nature of the information; (2) the requirements of this Agreement; (3) the need to adhere to the security and confidentiality provisions outlined in Exhibit D – Protection of Confidentiality Provisions; and (4) the sanctions and penalties against unauthorized use or disclosure found in CUIC Sections 1094 and 2111, the California Civil Code Section 1798.55, and the California Penal Code Section 502.
 - n. Ensure that all City staff assigned to work with the information provided by the EDD have signed the EDD Confidentiality Statement (Attachment D1. Rev 05/14/14).
 - o. Comply with Title 20, Code of Federal Regulations Section 603.9 with respect to any of the EDD confidential information.
 - p. Use the information provided by the EDD only as specifically authorized under this agreement. The Unemployment Insurance Code section 1095(u) prohibits a private collection agency from using any EDD information the City obtains under this Contract. Therefore, nothing in this Contract shall be construed to authorize or permit a private collection agency to use the EDD information for any purpose. Violation of this paragraph will be a basis for terminating the Contract.
 - q. Dispose of the EDD's confidential information using an approved method of confidential destruction.
 - r. Not release the EDD's confidential information to any other public or private entity without the EDD's prior written consent.
 - s. Cooperate with the EDD's authority to monitor this Agreement in accordance with Exhibit D, Section II, paragraphs (e) and (f).
 - t. **Pursuant to 20 C.F.R., Part 603.10(c)(1), if the City fails to comply with any provision of this Agreement, *including timely payment of the EDD's costs under this Agreement*, this Agreement shall be suspended and no further disclosures will be made until the EDD is satisfied that corrective action has been taken and there will be no further breach. In the absence of prompt and satisfactory corrective action, this Agreement will be cancelled, and the City shall surrender to the EDD all confidential information obtained under this Agreement which has not been previously returned to the EDD, and any other information relevant to the Agreement.**
- 3. Joint Responsibilities. Both parties agree to:**
- a. Designate staff to have primary responsibility for program liaison, coordination of activities, and to meet, when necessary, to further redefine specific program procedures.
 - b. Not disclose any of the EDD or the City information to any person or agency other than those authorize specifically under this Agreement.
 - c. Cooperate fully and furnish such assistance as may be mutually agreed upon by the parties hereto as being necessary and appropriate for proper performance of this Agreement.
- 4. Disputes:**

In the event of a dispute between the EDD and the City over any part of this Agreement, the dispute may be submitted to nonbinding arbitration upon the consent of both the EDD and the City. An election for arbitration pursuant to this provision shall not preclude either party from pursuing any remedy for relief otherwise available.

ATTACHMENT A1
(Standard Agreement)

III. ACCURACY ASSESSMENT

Individual employers and claimants report the information in the EDD's files. Since the EDD is not the originator of the information disclosed, the EDD cannot guarantee the accuracy of the information.

IV. TERMINATION CLAUSE

This Agreement may be terminated by either party by giving written notice 30 days prior to the effective date of such termination.

EXHIBIT B
(Standard Agreement)

I. BUDGET DETAILS AND PAYMENT PROVISIONS

- a. The maximum amount of this Agreement shall not exceed Two Thousand Four Hundred Thirty Six Dollars and No Cents (\$2,436.00).
- b. In consideration of the performance and completion of the foregoing in a satisfactory manner, and upon receipt of a detailed invoice, in triplicate, quarterly in arrears, the City shall reimburse EDD the total amount due, based on the following product rate structure:
 - \$16.00 per month SFT Account Fee
 - A \$1,500.00 Administrative Fee. The administrative costs for contracting include the costs for development, processing, and maintenance of a contract, which averages \$1,500 per contract. For a three year contract, the administrative fee will be charged at a rate of \$125 per quarter. These costs are computed in accordance with Sections 8752 and 8752.1 of the State Administrative Manual; and
 - \$2.00 per SSN for each LE 1095(i) Locator Report requested.
- c. The City shall be charged for the total number of products requested. Each Social Security Number (SSN) submitted will generate 1 LE 1095(i) Locator Report.
- d. The maximum amount of this Agreement has been computed based on an estimated 15 SSNs per quarter, as follows:

EDD ABSTRACT	FORMULA	COST
LE 1095(i) Locator Report	15 x 2.00 x 12Q	\$360.00
Administrative Fees		\$1,500.00
SFT Account Fee	16.00 x 12 Months x 3 yrs	\$576.00
Total for 3-year contract		\$2,436.00

- f. The EDD invoices will reference the EDD Agreement No. **M8106503** and EDD Customer Code: **E00559**; and shall be submitted for payment to:

Bridget Gregory, Operations Assistant
City of National City, Police Department
1200 National City Blvd
National City, CA 91950

- g. The City payment must reference EDD Invoice Number, EDD Agreement No. **M8106503**, and the Customer Code: **E00559**; and be submitted to:

Employment Development Department
Accounting Section, MIC 70
P.O. Box 826217
Sacramento, CA 94230-6217

EXHIBIT D
(Standard Agreement)

PROTECTION OF CONFIDENTIALITY

Federal and state confidentiality laws, regulations, and administrative policies classify all the Employment Development Department (EDD) information provided under this Agreement as confidential. The federal and state laws prohibit disclosure of the EDD's confidential information to the public and mandate its protection against loss and against unauthorized access, use, disclosure, modification, or destruction.

The City must therefore, agree to the following security and confidentiality requirements:

I. ADMINISTRATIVE SAFEGUARDS

- a. Adopt policies and procedures to ensure use of the EDD's confidential information solely for purposes specifically authorized under this Agreement that meet the requirements of Title 20, Code of Federal Regulations §603.10.
- b. Warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this warranty, the EDD shall have the right to annul this Agreement without liability, in addition to other remedies provided by law.
- c. Warrant and certify that in the performance of this Agreement City will comply with all applicable statutes, rules and/or regulations, and Agreement information security requirements, including but not limited to the following:
 - **California Unemployment Insurance Code §1094** (Disclosure Prohibitions)
 - **Title 20, Code of Federal Regulations §603.9 and §603.10** (Federal Unemployment Compensation Safeguards and Security Requirements)
 - **California Civil Code §1798, et seq.** (Information Practices Act)
 - **California Penal Code §502** (Computer Fraud Act)
 - **Title 5, U.S. Code §552a** (Federal Privacy Act Disclosure Restrictions)
 - **Title 42, U.S. Code §503** (Social Security Act)
 - **Title 18, U.S. Code §1905** (Disclosure of Confidential Information)
- d. Except for state agencies, agree to indemnify the EDD against any loss, cost, damage or liability resulting from violations of these applicable statutes, rules and/or regulations, and Agreement information security requirements.
- e. Protect the EDD's information against unauthorized access, at all times, in all forms of media. Access and use the information obtained under this Agreement only to the extent necessary to assist in the valid administrative needs of the program receiving such information, and only for the purposes defined in this Agreement.
- f. Keep all the EDD's confidential information completely confidential. Make this information available to authorized personnel on a "need-to-know" basis and only for the purposes authorized under this Agreement. "Need-to-know" refers to those authorized personnel who need information to perform their official duties in connection with the use of the information authorized by this Agreement.

EXHIBIT D
(Standard Agreement)

- g. Notify the EDD Help Desk at (916) 654-1010, immediately upon discovery, that there may have been a breach in security which has or may have resulted in compromise to the confidential information. For purposes of this section, immediately is defined within 24 hours of discovery of the breach. The notification shall be by phone and email. **It is not sufficient to simply leave a message.** The notification must include a detailed description of the incident (such as time, date, location, and circumstances) and identify responsible personnel (name, title and contact information). The verbal notification shall be followed with an email notification to <InformationSecurityOffice@edd.ca.gov>.

II. MANAGEMENT SAFEGUARDS

- a. Acknowledge that the confidential information obtained by City under this Agreement remains the property of the EDD.
- b. Instruct all personnel assigned to work with the information provided under this Agreement regarding the following:
- Confidential nature of the EDD information.
 - Requirements of this Agreement.
 - Sanctions specified in federal and state unemployment compensation laws and any other relevant statutes against unauthorized disclosure of confidential information provided by the EDD.
- c. Require that all personnel assigned to work with the information provided by the EDD complete the EDD Confidentiality Agreement (Attachment D1):
- d. Return the following completed documents to the EDD Contract Services Group:
- The EDD Indemnity Agreement (Attachment D2): Required to be completed by the City Chief Financial Officer or authorized Management Representative, unless the City is a State Agency.
 - The EDD Statement of Responsibility Information Security Certification (Attachment D3): Required to be completed by the Information Security Officer or authorized Management Representative.
- e. Permit the EDD to make on-site inspections to ensure that the terms of this Agreement are being met. Make available to the EDD staff, on request and during on-site reviews, copies of the EDD Confidentiality Agreement (Attachment D1) completed by personnel assigned to work with the EDD's confidential information, and hereby made a part of this Agreement.
- f. Maintain a system of records sufficient to allow an audit of compliance with the requirements under subsection (d) of this part. Permit the EDD to make on-site inspections to ensure that the requirements of federal and state privacy, confidentiality and unemployment compensation statutes and regulations are being met including but not limited to [Social Security Act §1137\(a\)\(5\)\(B\)](#).

III. USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

- a. Use the EDD's confidential information only for purposes specifically authorized under this Agreement. The information is not admissible as evidence in any action or special proceeding except as provided under §1094(b) of the California Unemployment Insurance Code (CUIC). Section 1095(u) of the CUIC does not authorize the use of the EDD's confidential information by any private collection agency.
- b. Extraction or use of the EDD information for any purpose outside the purposes stated in this Agreement is strictly prohibited. The information obtained under this Agreement shall not be reproduced, published, sold, or released in original or any other form not specifically authorized under this Agreement.

EXHIBIT D
(Standard Agreement)

- c. Disclosure of any of the EDD information to any person or entity not specifically authorized in this Agreement is strictly prohibited. Personnel assigned to work with the EDD's confidential information shall not reveal or divulge to any person or entity any of the confidential information provided under this Agreement except as authorized or required by law.

IV. PHYSICAL SAFEGUARDS

- a. Take precautions to ensure that only authorized personnel are given access to physical, electronic and on-line files. Store electronic and hard copy information in a place physically secure from access by unauthorized persons. Process and store information in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means.
- b. Secure and maintain any computer systems (network, hardware, and software applications) that will be used in the performance of this Agreement. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this Agreement.
- c. Store all the EDD's confidential documents in a physically secure manner at all times to prevent unauthorized access.
- d. Store the EDD's confidential electronic records in a secure central computer facility. Where in-use on a shared computer system or any shared data storage system, ensure appropriate information security protections are in place. The City shall ensure that appropriate security access controls, storage protections and use restrictions are in place to keep the confidential information in the strictest confidence and shall make the information available to its own personnel on a "need-to-know" basis only.
- e. Store the EDD's confidential data in encrypted format when recorded on removable electronic storage media, or on mobile computing devices, such as a laptop computer.
- f. Maintain an audit trail and record data access of authorized users and authorization level of access granted to the EDD's data, based on job function.
- g. Direct all personnel permitted to use the EDD's data to avoid leaving the data displayed on their computer screens where unauthorized users may view it. Personnel should retrieve computer printouts as soon as they are generated so that the EDD's data is not left unattended in printers where unauthorized personnel may access them.
- h. Dispose of confidential information obtained from the EDD, and any copies thereof made by the City, after the purpose for which the confidential information is disclosed is served. Disposal means return of the confidential information to the EDD or destruction of the information utilizing an approved method of confidential destruction, which includes electronic deletion (following Department of Defense specifications) shredding, burning, or certified or witnessed destruction.

EMPLOYMENT DEVELOPMENT DEPARTMENT CONFIDENTIALITY AGREEMENT

Information resources maintained by the State of California Employment Development Department (EDD) and provided to your agency may be confidential or sensitive. Confidential and sensitive information are not open to the public and require special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. The EDD strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal action.

	an employee of	City of National City, Police Department
PRINT YOUR NAME		PRINT YOUR EMPLOYER'S NAME

hereby acknowledge that the confidential and/or sensitive records of the Employment Development Department are subject to strict confidentiality requirements imposed by state and federal law include the California Unemployment Insurance Code (UIC) §§1094 and 2111, the California Civil Code (CC) §1798 et seq., the California Penal Code (PC) §502, Title 5, USC §552a, Code of Federal Regulations, Title 20 part 603, and Title 18 USC §1905.

INITIAL acknowledge that my supervisor and/or the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and of the EDD.

INITIAL acknowledge responsibility for knowing the classification of the EDD information I work with and agree to refer questions about the classification of the EDD information (public, sensitive, confidential) to the person the Contract assigns responsibility for the security and confidentiality of the EDD's data.

INITIAL acknowledge responsibility for knowing the privacy, confidentiality, and data security laws that apply to the EDD information I have been granted access to by my employer, including UIC §§1094 and 2111, California Government Code § 15619, CC § 1798.53, and PC § 502.

INITIAL acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me—including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal—and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.

INITIAL acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.

INITIAL acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Contract with the EDD.

INITIAL agree to protect the following types of the EDD confidential and sensitive information:

<ul style="list-style-type: none"> Wage Information Employer Information Claimant Information Tax Payer Information 	<ul style="list-style-type: none"> Applicant Information Proprietary Information Operational Information (manuals, guidelines, procedures)
---	---

INITIAL hereby agree to protect the EDD's information on either paper or electronic form by:

- Accessing or using the EDD supplied information only as specified in the Contract for the performance of the specific work I am assigned.
- Never accessing information for curiosity or personal reasons.
- Never showing or discussing sensitive or confidential information to or with anyone who does not have the need to know.
- Placing sensitive or confidential information only in approved locations.
- Never removing sensitive or confidential information from the work site without authorization.
- Following encryption requirements for all personal, sensitive, or confidential information in any portable device or media.

"I certify that I have read and initialed the confidentiality statements printed above and will abide by them."

Print Full Name (last, first, MI)
City of National City, Police Department

Print Name of Requesting Agency


Signature

Date Signed

Check the appropriate box:

<input type="checkbox"/> Employee	<input type="checkbox"/> Student
<input type="checkbox"/> Subcontractor	<input type="checkbox"/> Volunteer
<input type="checkbox"/> Other	

Explain

 Employment Development Department State of California	EDD Contract No. M8106503 EDD Customer Code No. E00559 EDD/ City of National City, Police Department ATTACHMENT NO. D2 Page 1 of 1
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EMPLOYMENT DEVELOPMENT DEPARTMENT INDEMNITY AGREEMENT

In consideration of access to the EDD information which is personal, sensitive, or confidential,

City of National City, Police Department

(Enter name of Chief Financial Officer or authorized Management Representative)

agrees to indemnify the EDD against any and all liability costs, damages, attorney fees, and other expenses the EDD may incur by reason of or as a result of any unauthorized use of the personal, sensitive, or confidential information or any violation of the "Confidentiality Agreement" by any and all employees of:

City of National City, Police Department

(Enter Requesting Agency/Entity Name)

This obligation shall be continuous and may not be changed or modified unless agreed to in writing.

In addition, I understand that the following penalties may be incurred for any such misuse of the EDD Information:

1. Any individual who has access to returns, reports, or documents maintained by the EDD who fails to protect the confidential information from being published or open to the public may be punished by imprisonment in the county jail for up to one year or a fine of \$20,000.00 or both. (California Unemployment Insurance Code §§ 2111 and 2122).
2. Any person who intentionally discloses information, not otherwise public, which they knew or should have known was obtained from personal information maintained by a state agency, shall be subject to civil action for invasion of privacy by the individual to whom the information pertains. (California Civil Code §1798.53).
3. Any unauthorized access to the EDD computer data, computer systems, or unauthorized use of the EDD data is punishable by a fine or imprisonment in the county jail or both. (California Penal Code §502).

I certify that I have read, understand, and agree with the above terms.

SIGNED BY REQUESTING ENTITY REPRESENTATIVE

Deese, Leslie

Print Full Name (last, first, MI)

Signature

City Manager

Print Title

Date Signed

City of National City, Police Department

Print Name of Requesting Entity

Enter Name Governmental Sponsor/Entity

EMPLOYMENT DEVELOPMENT DEPARTMENT
STATEMENT OF RESPONSIBILITY
INFORMATION SECURITY CERTIFICATION

We, the Information Officer and the Investigator hereby certify that City has in place the safeguards and security requirements stated in this Interagency Agreement. We therefore accept responsibility for ensuring compliance with these requirements, as set forth in Exhibit "D" of the EDD Contract No. M8106503.

INFORMATION OFFICER SIGNATURE

Cody Williams

PRINT NAME

Information Officer

PRINT TITLE

(619) 336-4459

TELEPHONE NUMBER

CWilliams@nationalcityca.gov

E-MAIL ADDRESS

DATE SIGNED

INVESTIGATOR SIGNATURE

Tom Di Zinno

PRINT NAME

Investigator

PRINT TITLE

(619) 336-4473

TELEPHONE NUMBER

TDiZinno@nationalcityca.gov

E-MAIL ADDRESS

DATE SIGNED

NOTE: Return this Information Security Certification to the EDD Contract Manager with the signed copies of the Contract.

FOR THE EDD USE ONLY

1. Information Security Certification received by:

EDD CONTRACT MANAGER NAME

DATE RECEIVED

2. The EDD information asset access approved by:

CONTRACT MANAGER OR DISCLOSURE COORDINATOR

DATE APPROVED (AFF, EMAIL, ETC.)

NOTE: The EDD must have a signed "Information Security Certification" in its possession prior to disclosure of any personal, confidential, or sensitive information to the City of National City, Police Department.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City establishing appropriation of revenues and expenditures for \$325,000 in Federal Active Transportation Grant funds for the El Toyon-Las Palmas Bicycle Corridor Project. (Engineering/Public Works)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 20, 2018

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City establishing appropriation of revenues and expenditures for \$325,000 in Federal Active Transportation Grant funds for the El Toyon-Las Palmas Bicycle Corridor Project.

PREPARED BY: Jose Lopez, Assistant Engineer - Civil

PHONE: 619-336-4312

EXPLANATION:

See attached.

DEPARTMENT: Engineering/Public Works

APPROVED BY:



FINANCIAL STATEMENT:

ACCOUNT NO.

ATP Grant - \$375,000
Revenue Account No. 296-06579-3463
Expenditure Account No. 296-409-500-598-6579
(El Toyon-Las Palmas Bicycle Corridor)

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Caltrans Determination of Categorical Exclusion under 23 CFR 771.117(c): activity (c)(3), approved February 13, 2017.

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Grant Award Letter
3. Resolution

Explanation

The El Toyon-Las Palmas Bicycle Corridor Project ("Project") includes construction of a new bicycle corridor parallel to the east side of I-805 connecting El Toyon Park and Las Palmas Park (see attached exhibit). Staff is currently exploring the possibility of expanding the bicycle corridor to the existing trail between Division Street and E. 4th Street immediately adjacent to I-805. Improvements along the bicycle corridor will include Class II and III bike route pavement markings (sharrows) and signage; pedestrian curb ramps for ADA compliance; traffic calming measures such as pedestrian refuge islands, corner bulb-outs and pedestrian actuated flashing crosswalk signs; and storm water treatment infiltration areas.

On December 10, 2014, the California Department of Transportation (Caltrans) awarded a \$375,000 Federal Active Transportation Program (ATP) grant to National City for the Project. There is no local match requirement.

The State's \$375,000 allocation is distributed by Project phases as follows:

- Project Approval and Environmental Documents (PA&ED) - \$50,000
- Plans, Specifications and Estimate (PS&E) – \$250,000
- Right-of-Way (ROW) - \$75,000

On April 25, 2016, Caltrans issued an Authorization to Proceed to the City for the PA&ED phase, establishing the date for eligible reimbursement. Subsequently, on June 21, 2016, City Council adopted Resolution No. 2016-96 authorizing staff to establish appropriation of revenues and expenditures for \$50,000 in Federal ATP grant funds for the PA&ED phase of the project.

On November 8, 2017, Caltrans issued an Authorization to Proceed to the City for the PS&E and ROW phases, establishing the date for eligible reimbursement. Therefore, staff is requesting City Council authorization to establish appropriation of revenues and expenditures for \$325,000 in Federal ATP grant funds to complete the PS&E and ROW phases of the Project.

Project Improvement Map



El Toyon - Las Palmas Regional Bicycle Boulevard

DEPARTMENT OF TRANSPORTATION**OFFICE OF THE DIRECTOR**

P.O. BOX 942873, MS-49
SACRAMENTO, CA 94273-0001
PHONE (916) 654-6130
FAX (916) 653-5776
TTY 711
www.dot.ca.gov

RECEIVED
ENGINEERING DEPT.



Serious drought.
Help save water!

September 27, 2014

2014 OCT -8 P 4:14

Mr. Kuna Muthusamy
Assistant Director, PW & Engineering
City of National City
1243 National City Blvd
National City, CA 91950

Dear Mr. Muthusamy:

Congratulations! I am pleased to inform you that your project shown below has been awarded from Cycle 1 of the Active Transportation Program (ATP). Please be aware that your project may include ineligible items that will not be eligible for reimbursement.

Project Name	ATP Award Amount (\$1,000s)	14-15 Award \$ (\$1,000s)	15-16 Award \$ (\$1,000s)
El Toyon-Las Palmas Bicycle Corridor	\$375		375

Requests for state-only funding must be submitted to the California Department of Transportation (Caltrans) ATP Program Manager no later than October 30, 2014, for consideration. Projects that have been awarded less than \$1M in ATP funds will have priority. The request form can be found in the Interim Active Transportation Program Guidelines, Chapter 22 of the Local Assistance Program Guidelines
<http://www.dot.ca.gov/hq/LocalPrograms/atp/index.html>.

The ATP is a reimbursement program. Therefore, work cannot commence on your project until:

1. It is programmed in the current Federal Statewide Transportation Improvement Program (FSTIP),
2. Receives an allocation from the California Transportation Commission (CTC),
3. If federally funded, receives an authorization to proceed from the Federal Highways Administration.

*"Provide a safe, sustainable, integrated and efficient transportation system
to enhance California's economy and livability"*

Mr. Muthusamy
September 27, 2014
Page 2

The next step is to contact your District Local Assistance Engineer (DLAE) who can assist you in the programming, allocation, and authorization processes.

The ATP is intended to fund projects, such as yours, that will encourage increased use of active modes of transportation. Caltrans is very much aware of the nexus of transportation safety and health, and is committed to continue funding projects that will make a difference in California.

Please go to the Local Assistance ATP web page:

<http://www.dot.ca.gov/hq/LocalPrograms/atp/index.html> at the end of September for upcoming ATP webinar dates.

If your project already has its environmental documentation; and it has not been submitted to the CTC, go to <http://www.ctc.ca.gov/programs/envirom.htm> for instructions on that process.

If you have any questions about your project or the ATP please contact Teresa McWilliam, ATP Program Manager at 916-653-0328 or Teresa.mcwilliam@dot.ca.gov.

Sincerely,



Malcolm Dougherty
Director

c: Laurel Janssen, Deputy Director, California Transportation Commission

*"Provide a safe, sustainable, integrated and efficient transportation system
to enhance California's economy and livability"*

The following page(s) contain the backup material for Agenda Item: National City Sales Tax Update Newsletter - Third Quarter 2017. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 20, 2018

AGENDA ITEM NO.:

ITEM TITLE:

National City Sales Tax Update Newsletter – Third Quarter 2017

PREPARED BY: Claudia Perez, Budget Technician

PHONE: 619-336-4276

DEPARTMENT: Finance

APPROVED BY: Mark Ralvito

EXPLANATION:

National City has an ongoing contract with Hinderliter, de Llamas & Associates (HdL) to provide sales tax consulting/auditing services. Staff meets quarterly with a representative of HdL to review sales tax results and trends within the City and State-wide.

Attached is the “National City Sales Tax Update” newsletter for the third quarter of fiscal year 2017, which summarizes sales tax data for the period.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: Mark Ralvito **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Accept and file the report.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Attachment 1
2. Attachment 2
3. Attachment 3

Q3 2017



National City Sales Tax *Update*

Fourth Quarter Receipts for Third Quarter Sales (July - September 2017)

National City In Brief

National City's receipts from July through September were 2.0% above the third sales period in 2016. Excluding reporting aberrations, actual sales were flat.

A surge in building material sales, driven by the booming regional construction market, was the primary factor in the overall improvement.

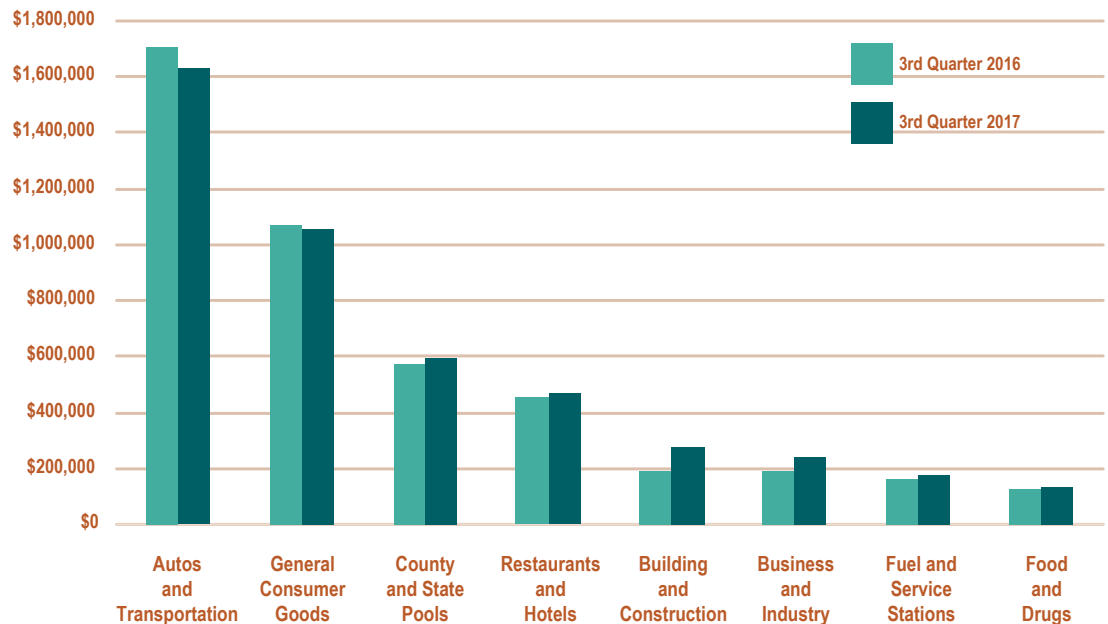
Business-industrial sales were higher, but this gain was exaggerated by the write-off of a consumer bad-debt expense in the prior comparison year.

Auto lease revenue advanced as customers turn to leasing in record levels to obtain affordable monthly payments, though a State payment correction was responsible for some of this growth. New car sales, on the other hand, declined as car registrations in the United States fell for the first time this year since the end of the last recession.

National City's voter approved Measure D added an additional \$2,782,000 in revenue for the quarter, a 0.7% increase from last year.

Net of aberrations, taxable sales for all of San Diego County grew 2.1% over the comparable time period; the Southern California region was up 3.1%.

SALES TAX BY MAJOR BUSINESS GROUP



TOP 25 PRODUCERS

IN ALPHABETICAL ORDER

Arco AM PM	Ron Baker Chevrolet
Frank Hyundai	Ross
Frank Subaru	South Bay Volkswagen
Frank Toyota Scion	South County Buick GMC
Honda Acura Mitsu Suzuki & Kia	Sweetwater Harley Davidson
In N Out Burgers	Target
JC Penney	Univar
Macys	USA Gasoline
Mor Furniture 4 Less	Walmart Supercenter
Mossy Nissan	Wescott Mazda
Nordstrom Rack	Westair Gases & Equipment
Perry Chrysler Dodge Jeep Ram	
Perry Ford	
Probuild Company	

REVENUE COMPARISON

Two Quarters – Fiscal Year To Date

	2016-17	2017-18
Point-of-Sale	\$7,907,394	\$7,988,674
County Pool	1,164,880	1,140,932
State Pool	2,757	1,040
Gross Receipts	\$9,075,032	\$9,130,646
Measure D	\$5,444,192	\$5,583,499

Statewide Trends

After factoring for accounting anomalies, local government's one-cent share of statewide sales and use tax from July through September sales was 3.6% higher than 2016's summer quarter.

Rising fuel prices, increased demand for building-construction materials and the continuing acceleration in online shopping for merchandise shipped from out-of-state that is expanding receipts from the countywide use tax allocation pools were the primary contributors to the overall increase.

This quarter marked the anticipated leveling off of auto sales while agriculture and transit-related purchases helped boost otherwise tepid gains in business-industrial receipts. Restaurant sales exhibited healthy overall gains of 3.5% although growth rates are slowing from previous quarters.

Receipts from consumer goods sold by brick and mortar stores were up 0.7% over the previous year while revenues from online purchases grew 13.3%.

Cannabis Taxation

A 15% excise tax on retail cannabis and cannabis products along with a cultivation tax and sales tax on recreational uses take effect on January 1, 2018.

Significant sales tax revenues are not expected until late 2018-19 as retail start-ups comply with lengthy state and local permitting processes. Although sales of medicinal cannabis became exempt in 2016 for purchasers with a state issued Medical Marijuana ID card, jurisdictions with dispensaries continue to receive sales tax from that source as most patients prefer to use a note from their physicians.

Some decline in revenues from medical dispensaries are expected as users' transition to new purchase options and because of lower prices caused by anticipated overproduction and the six month window that suppliers have to sell existing inventory grown under previous regulations.

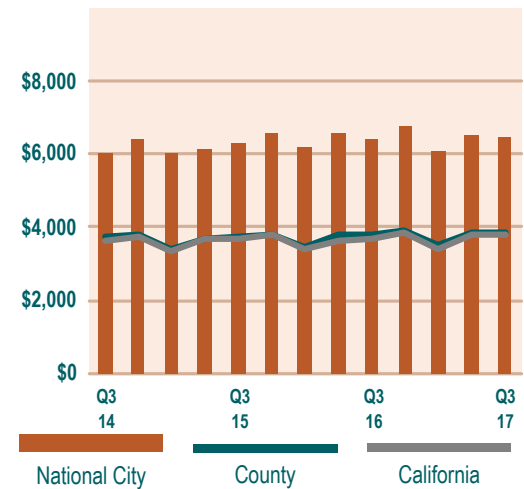
Sales Tax and Natural Disasters

The recent firestorm tragedies have raised questions on potential bumps in sales tax revenues from reconstruction and recovery activities.

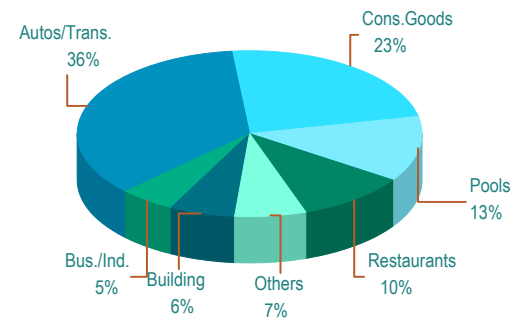
HdL analyzed the sales tax data from the 1991 Oakland Hills, 2003 San Diego Cedar and 2007 San Diego Witch fires which involved the combined loss of over 7,700 structures. Surprisingly, there were no identifiable gains in construction and auto-related purchases within the impacted areas during the five years after each event with receipts following normal economic cycles experienced by the state as a whole.

Further analysis suggests that though the individual losses are catastrophic, purchases of replacement items are a small fraction of the impacted area's total spending and is often spread to other jurisdictions where disaster victims relocate. Tax receipts from construction spending are defused over time because of lengthy claims and permitting processes that cause up to 40% of disaster victims to relocate leaving vacant lots that are not immediately redeveloped.

SALES PER CAPITA



REVENUE BY BUSINESS GROUP National City This Quarter



NATIONAL CITY TOP 15 BUSINESS TYPES

<i>*In thousands of dollars</i>				
Business Type	National City Q3 '17*	Change	County Change	HdL State Change
Auto Lease	86.8	32.5%	6.1%	4.6%
Building Materials	237.0	55.4%	2.3%	5.6%
Casual Dining	167.0	-1.5%	-0.2%	2.3%
Department Stores	140.6	-4.1%	-4.2%	-7.5%
Discount Dept Stores	— CONFIDENTIAL —		5.4%	6.1%
Drugs/Chemicals	— CONFIDENTIAL —		5.2%	-0.1%
Electronics/Appliance Stores	74.9	-3.3%	-4.8%	0.3%
Family Apparel	211.3	2.6%	3.0%	1.7%
New Motor Vehicle Dealers	1,268.9	-7.9%	1.8%	0.9%
Quick-Service Restaurants	253.6	6.0%	4.6%	4.8%
Service Stations	180.6	10.3%	8.0%	9.2%
Shoe Stores	66.8	0.1%	-2.4%	-1.0%
Specialty Stores	96.9	15.2%	0.8%	2.2%
Used Automotive Dealers	113.2	-4.3%	-7.3%	3.0%
Women's Apparel	71.6	-6.9%	-7.5%	-12.3%
Total All Accounts	3,976.2	1.8%	2.5%	4.1%
County & State Pool Allocation	592.5	3.3%	3.9%	4.8%
Gross Receipts	4,568.8	2.0%	2.7%	4.2%

The following page(s) contain the backup material for Agenda Item: Investment Transactions for the Month ended November 30, 2017. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 20, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Investment transactions for the month ended November 30, 2017.

PREPARED BY: Ronald Gutlay

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: Mark Ralento

EXPLANATION:

In accordance with California Government Code Section 53646 and City of National City's investment policy section XIA, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending November 30, 2017.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: Mark Ralento **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended November 30, 2017.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Investment Transaction Ledger



Transaction Ledger

10/31/17 Thru 11/30/17

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	11/01/2017	60934N807	3,128.13	Federated Investors Govt Oblig Fund Inst.	1.000	0.68 %	3,128.13	0.00	3,128.13	0.00
Purchase	11/02/2017	60934N807	13.22	Federated Investors Govt Oblig Fund Inst.	1.000	0.68 %	13.22	0.00	13.22	0.00
Purchase	11/03/2017	60934N807	3,545.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.68 %	3,545.00	0.00	3,545.00	0.00
Purchase	11/06/2017	60934N807	2,835.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.68 %	2,835.00	0.00	2,835.00	0.00
Purchase	11/08/2017	06538CCD1	595,000.00	Bank of Tokyo Mitsubishi NY Discount CP 1.45% Due 3/13/2018	99.497	1.48 %	592,004.34	0.00	592,004.34	0.00
Purchase	11/08/2017	60934N807	595,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.68 %	595,000.00	0.00	595,000.00	0.00
Purchase	11/11/2017	60934N807	2,317.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.68 %	2,317.50	0.00	2,317.50	0.00
Purchase	11/15/2017	60934N807	225.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.68 %	225.25	0.00	225.25	0.00
Purchase	11/15/2017	60934N807	663.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.68 %	663.00	0.00	663.00	0.00
Purchase	11/15/2017	60934N807	658.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.68 %	658.33	0.00	658.33	0.00
Purchase	11/18/2017	60934N807	4,300.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.68 %	4,300.00	0.00	4,300.00	0.00
Purchase	11/19/2017	60934N807	3,900.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.68 %	3,900.00	0.00	3,900.00	0.00
Purchase	11/20/2017	40428HPV8	290,000.00	HSBC USA Inc Note 2.75% Due 8/7/2020	101.231	2.28 %	293,569.90	2,281.74	295,851.64	0.00
Purchase	11/20/2017	60934N807	3,700.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.68 %	3,700.00	0.00	3,700.00	0.00
Purchase	11/20/2017	60934N807	270,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.68 %	270,000.00	0.00	270,000.00	0.00
Purchase	11/20/2017	60934N807	196.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.68 %	196.25	0.00	196.25	0.00
Purchase	11/21/2017	60934N807	1,968.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.68 %	1,968.75	0.00	1,968.75	0.00
Purchase	11/27/2017	60934N807	3,575.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.68 %	3,575.00	0.00	3,575.00	0.00
Purchase	11/29/2017	60934N807	5,296.88	Federated Investors Govt Oblig Fund Inst.	1.000	0.68 %	5,296.88	0.00	5,296.88	0.00
Purchase	11/30/2017	60934N807	12,506.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.72 %	12,506.25	0.00	12,506.25	0.00
Subtotal			1,798,828.56				1,799,402.80	2,281.74	1,801,684.54	0.00
Security Contribution	11/30/2017	90SDCP\$00	13,000.00	County of San Diego Pooled Investment Pool	1.000		13,000.00	0.00	13,000.00	0.00
Subtotal			13,000.00				13,000.00	0.00	13,000.00	0.00
Short Sale	11/08/2017	60934N807	-592,004.34	Federated Investors Govt Oblig Fund Inst.	1.000		-592,004.34	0.00	-592,004.34	0.00



Transaction Ledger

10/31/17 Thru 11/30/17

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Short Sale	11/20/2017	60934N807	-295,851.64	Federated Investors Govt Oblig Fund Inst.	1.000		-295,851.64	0.00	-295,851.64	0.00
	Subtotal		-887,855.98				-887,855.98	0.00	-887,855.98	0.00
TOTAL ACQUISITIONS			923,972.58				924,546.82	2,281.74	926,828.56	0.00
DISPOSITIONS										
Closing Purchase	11/08/2017	60934N807	-592,004.34	Federated Investors Govt Oblig Fund Inst.	1.000		-592,004.34	0.00	-592,004.34	0.00
Closing Purchase	11/20/2017	60934N807	-295,851.64	Federated Investors Govt Oblig Fund Inst.	1.000		-295,851.64	0.00	-295,851.64	0.00
	Subtotal		-887,855.98				-887,855.98	0.00	-887,855.98	0.00
Sale	11/08/2017	60934N807	592,004.34	Federated Investors Govt Oblig Fund Inst.	1.000	0.68 %	592,004.34	0.00	592,004.34	0.00
Sale	11/20/2017	60934N807	295,851.64	Federated Investors Govt Oblig Fund Inst.	1.000	0.68 %	295,851.64	0.00	295,851.64	0.00
	Subtotal		887,855.98				887,855.98	0.00	887,855.98	0.00
Paydown	11/15/2017	47788BAB0	0.00	John Deere Owner Trust 2017-B A2A 1.59% Due 4/15/2020	100.000		0.00	225.25	225.25	0.00
Paydown	11/15/2017	65478GAB6	0.00	Nissan Auto Receivables Owner 2017-B A2A 1.56% Due 5/15/2020	100.000		0.00	663.00	663.00	0.00
Paydown	11/15/2017	89237RAB4	0.00	Toyota Auto Receivable 2017-C A2A 1.58% Due 7/15/2020	100.000		0.00	658.33	658.33	0.00
Paydown	11/20/2017	43814PAB6	0.00	Honda Auto Receivables Owner T 17-3 A2 1.57% Due 1/21/2020	100.000		0.00	196.25	196.25	0.00
	Subtotal		0.00				0.00	1,742.83	1,742.83	0.00
Maturity	11/08/2017	06538BY80	595,000.00	Bank of Tokyo Mitsubishi NY Discount CP 1.33% Due 11/8/2017	99.542		592,274.24	2,725.76	595,000.00	0.00
Maturity	11/20/2017	36962G6K5	270,000.00	General Electric Capital Corp Note 1.6% Due 11/20/2017	100.000		270,000.00	0.00	270,000.00	-2,208.60
	Subtotal		865,000.00				862,274.24	2,725.76	865,000.00	-2,208.60



Transaction Ledger

10/31/17 Thru 11/30/17

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Security Withdrawal	11/03/2017	60934N807	2,154.42	Federated Investors Govt Oblig Fund Inst.	1.000		2,154.42	0.00	2,154.42	0.00
Security Withdrawal	11/28/2017	90LAIF\$00	1,800,000.00	Local Agency Investment Fund State Pool	1.000		1,800,000.00	0.00	1,800,000.00	0.00
	Subtotal		1,802,154.42				1,802,154.42	0.00	1,802,154.42	0.00
TOTAL DISPOSITIONS			2,667,154.42				2,664,428.66	4,468.59	2,668,897.25	-2,208.60
OTHER TRANSACTIONS										
Interest	11/01/2017	3137EADR7	455,000.00	FHLMC Note 1.375% Due 5/1/2020	0.000		3,128.13	0.00	3,128.13	0.00
Interest	11/03/2017	594918BF0	130,000.00	Microsoft Note 1.3% Due 11/3/2018	0.000		845.00	0.00	845.00	0.00
Interest	11/03/2017	594918BG8	270,000.00	Microsoft Callable Note Cont. 10/03/20 2% Due 11/3/2020	0.000		2,700.00	0.00	2,700.00	0.00
Interest	11/06/2017	037833AQ3	270,000.00	Apple Inc Note 2.1% Due 5/6/2019	0.000		2,835.00	0.00	2,835.00	0.00
Interest	11/11/2017	3133EEJ50	450,000.00	FFCB Note 1.03% Due 5/11/2018	0.000		2,317.50	0.00	2,317.50	0.00
Interest	11/18/2017	22160KAJ4	400,000.00	Costco Wholesale Corp Note 2.15% Due 5/18/2021	0.000		4,300.00	0.00	4,300.00	0.00
Interest	11/19/2017	857477AV5	400,000.00	State Street Bank Note 1.95% Due 5/19/2021	0.000		3,900.00	0.00	3,900.00	0.00
Interest	11/20/2017	36962G6K5	270,000.00	General Electric Capital Corp Note 1.6% Due 11/20/2017	0.000		2,160.00	0.00	2,160.00	0.00
Interest	11/20/2017	747525AG8	220,000.00	Qualcomm Inc Note 1.4% Due 5/18/2018	0.000		1,540.00	0.00	1,540.00	0.00
Interest	11/21/2017	3135G0WJ8	450,000.00	FNMA Note 0.875% Due 5/21/2018	0.000		1,968.75	0.00	1,968.75	0.00
Interest	11/27/2017	3135G0YT4	440,000.00	FNMA Note 1.625% Due 11/27/2018	0.000		3,575.00	0.00	3,575.00	0.00
Interest	11/29/2017	3130AABG2	565,000.00	FHLB Note 1.875% Due 11/29/2021	0.000		5,296.88	0.00	5,296.88	0.00
Interest	11/30/2017	912828G53	600,000.00	US Treasury Note 1.875% Due 11/30/2021	0.000		5,625.00	0.00	5,625.00	0.00
Interest	11/30/2017	912828M98	570,000.00	US Treasury Note 1.625% Due 11/30/2020	0.000		4,631.25	0.00	4,631.25	0.00



Transaction Ledger

10/31/17 Thru 11/30/17

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	11/30/2017	912828UB4	450,000.00	US Treasury Note 1% Due 11/30/2019	0.000		2,250.00	0.00	2,250.00	0.00
	Subtotal		5,940,000.00				47,072.51	0.00	47,072.51	0.00
Dividend	11/02/2017	60934N807	18,172.66	Federated Investors Govt Oblig Fund Inst.	0.000		13.22	0.00	13.22	0.00
	Subtotal		18,172.66				13.22	0.00	13.22	0.00
TOTAL OTHER TRANSACTIONS			5,958,172.66				47,085.73	0.00	47,085.73	0.00

The following page(s) contain the backup material for Agenda Item: Investment Report for the Quarter ended December 31, 2017. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 20, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Investment Report for the quarter ended December 31, 2017.

PREPARED BY: Ronald Gutlay

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: Mark Ralento

EXPLANATION:

See attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO.

See attached staff report.

APPROVED: Mark Ralento

FINANCE

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Accept and File the Investment Report for the Quarter ended December 31, 2017.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

1. Staff Report
2. Investment Listings



City Council Staff Report

February 20, 2018

ITEM

Staff Report: Investment Report for the quarter ended December 31, 2017.

BACKGROUND

The California Government Code (§ 53646(b)) requires that, when the treasurer or the chief fiscal officer of a local agency renders to the legislative body of the agency a quarterly report on the agency's investment portfolio, such report shall include the following information regarding all securities, investments, and moneys held by the local agency:

- type of investment;
- issuer (bank or institution);
- date of maturity;
- dollar amount invested; and
- current market valuation as of the date of the report.

In addition, the Government Code (§ 53646(b)(2)) requires that the report state the City's compliance with its investment policy and include a statement regarding the ability of the local agency to meet its pool's ability to meet its expenditure requirements Code (§ 53646(b)(3)).

OVERVIEW OF CITY INVESTMENTS

The City's pooled investment portfolio balance as of December 31, 2017 is summarized below and compared to the balance as of December 31, 2016.

Table ¹			
		12/31/2017	12/31/2016
Book Value ¹	\$	60,163,169	\$ 54,898,130
Market Value ²	\$	60,064,162 ³	\$ 54,909,603

(1) actual cost of investments

(2) amount at which the investments could be sold

(3) total includes withdrawals of \$3,300,000 plus investment gains since 9/30/2017

The California Treasurer's Local Agency Investment Fund ("LAIF") and The County of San Diego Pooled Money Fund comprise 50.42% of the City of National City's total investment portfolio (36.97% and 13.45%, respectively). These are liquid investment pools that allow participants to earn market rate returns, while retaining access to funds within 24 to 48 hours of a

withdrawal request with no penalty. The remainder of the City's portfolio is composed of investments that may be liquidated at any time. However, these investments likely do not provide the short liquidity (i.e., quick access to funds) of the pooled money funds, and liquidation/withdrawal of these investments is at the risk of loss and/or penalty to the City.

Summaries of the City's investment portfolio are illustrated below.

INVESTMENT PORTFOLIO SUMMARY BY ISSUER/MANAGER

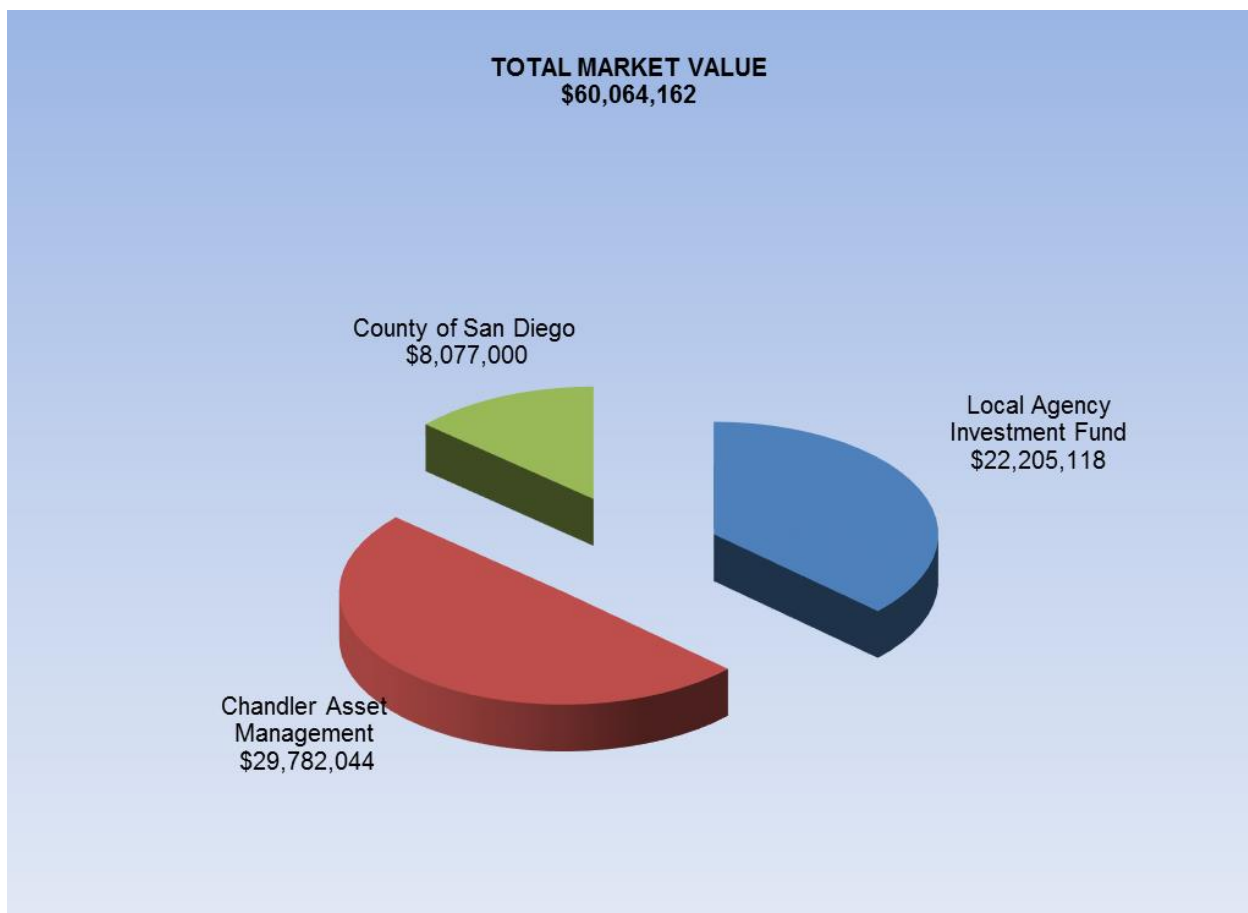
As of December 31, 2017

Table 2

Issuer/Manager	Book Value	Total Market Value ¹	Market YTM	% of Portfolio
Local Agency Investment Fund	22,174,817	\$ 22,205,118 ²	1.24%	36.97%
Chandler Asset Management	29,820,250	\$ 29,782,044	1.86%	49.58%
County of San Diego	8,168,102	\$ 8,077,000	1.53%	13.45%
Totals for December 31, 2017	60,163,169	60,064,162		100.00%

1 includes accrued interest

2 calculated on 30/360 basis; includes LAIF participation factor of 0.998093529



INVESTMENT PERFORMANCE BY ISSUER/MANAGER**For the Quarter Ended December 31, 2017**

Table 3

Total Market Value ¹					
Issuer/Manager	9/30/17	12/31/17	Change	Period Return	Yield (Net) ³
Local Agency Investment Fund	\$ 25,450,489	\$ 22,205,118	\$ (3,245,371) ²	0.30%	1.22%
Chandler Asset Management	29,819,070	29,782,044	\$ (37,026)	-0.10%	NA
County of San Diego	8,078,000	8,077,000	\$ (1,000)	0.31%	1.26%
Totals for December 31, 2017	\$ 63,347,559	\$ 60,064,162	\$ (3,283,397)	0.52%	2.48%

¹ includes accrued interest² Withdrawals 10/16/17 \$1,000,000, 11/28/17 \$1,800,000, 12/20/17 \$500,000³ Annualized**COMPLIANCE STATEMENT**

All of the City's investments are in compliance with the City's investment policy (City Council Policy No. 203) and the California Government Code (§ 53601 et seq).

FINANCIAL STATEMENT

Realized and unrealized gains for the period, reflected below, were \$133,465. These changes include changes in security market values, gain or loss from the sale of assets, accrued interest, and reinvested interest/earnings.

Table 4	
Issuer/Manager	Gain/(Loss)
Chandler Asset Management	35,333
County of San Diego	25,556
LAIF	72,577
Totals for December 31, 2017	\$ 133,465

The difference between the changes reflected in the previous two tables is attributable to the purchase and sale of securities for which the first of the tables accounts but the second table typically does not (unless an investment is sold before maturity).

STAFF CERTIFICATION

Staff certifies that there are sufficient funds to meet the pool's expenditure requirements.

RECOMMENDATIONS

Accept and file the Investment Report for the quarter ended December 31, 2017.

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

CITY OF NATIONAL CITY

FINANCE DIRECTOR
1243 NATIONAL CITY BLVD
NATIONAL CITY, CA 91950-4397

www.treasurer.ca.gov/pmia-laif/laif.asp

January 04, 2018

PMIA Average Monthly Yields

Account Number:
98-37-576

Tran Type Definitions

December 2017 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
12/20/2017	12/19/2017	RW	1556618	JAVIER CARCAMO	-500,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	22,674,816.72
Total Withdrawal:	-500,000.00	Ending Balance:	22,174,816.72

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

CITY OF NATIONAL CITY

FINANCE DIRECTOR
1243 NATIONAL CITY BLVD
NATIONAL CITY, CA 91950-4397

www.treasurer.ca.gov/pmia-laif/laif.asp

January 04, 2018

PMIA Average Monthly Yields

Account Number:
98-37-576

Tran Type Definitions

November 2017 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
11/28/2017	11/27/2017	RW	1555052	JAVIER CARCAMO	-1,800,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	24,474,816.72
Total Withdrawal:	-1,800,000.00	Ending Balance:	22,674,816.72

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

CITY OF NATIONAL CITY

FINANCE DIRECTOR
1243 NATIONAL CITY BLVD
NATIONAL CITY, CA 91950-4397

www.treasurer.ca.gov/pmia-laif/laif.asp

November 07, 2017

PMIA Average Monthly Yields

Account Number:
98-37-576

Tran Type Definitions

October 2017 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
10/13/2017	10/12/2017	QRD	1552201	SYSTEM	78,483.92
10/16/2017	10/16/2017	RW	1552543	JAVIER CARCAMO	-1,000,000.00

Account Summary

Total Deposit:	78,483.92	Beginning Balance:	25,396,332.80
Total Withdrawal:	-1,000,000.00	Ending Balance:	24,474,816.72



BETTY T. YEE
California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	NATIONAL CITY
Account Number	98-37-576

As of 01/12/2018, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2017.

Earnings Ratio		.00003301121703481
Interest Rate		1.20%
Dollar Day Total	\$	2,198,541,331.20
Quarter End Principal Balance	\$	22,174,816.72
Quarterly Interest Earned	\$	72,576.53



State of California
Pooled Money Investment Account
Market Valuation
12/31/2017

		Carrying Cost Plus			
Description	Accrued Interest	Purch.	Amortized Cost	Fair Value	Accrued Interest
1* United States Treasury:					
Bills	\$	15,798,555,512.89	\$ 15,873,337,714.44	\$ 15,860,404,500.00	NA
Notes	\$	20,668,927,462.54	\$ 20,663,056,666.82	\$ 20,567,399,500.00	\$ 51,205,126.00
1* Federal Agency:					
SBA	\$	863,151,176.21	\$ 863,121,107.49	\$ 854,212,976.72	\$ 1,085,497.30
MBS-REMICs	\$	32,120,879.43	\$ 32,120,879.43	\$ 33,135,054.84	\$ 150,303.41
Debentures	\$	1,378,587,035.45	\$ 1,378,560,299.33	\$ 1,370,297,200.00	\$ 3,311,850.25
Debentures FR	\$	-	\$ -	\$ -	\$ -
Debentures CL	\$	250,000,000.00	\$ 250,000,000.00	\$ 247,477,500.00	\$ 1,374,735.50
Discount Notes	\$	8,395,522,888.62	\$ 8,418,489,291.59	\$ 8,414,180,500.00	NA
GNMA	\$	-	\$ -	\$ -	\$ -
1* Supranational Debentures	\$	450,210,930.52	\$ 450,113,708.30	\$ 447,618,000.00	\$ 1,441,215.00
1* Supranational Debentures FR	\$	50,000,000.00	\$ 50,000,000.00	\$ 50,063,000.00	\$ 162,067.78
2* CDs and YCDs FR	\$	525,000,000.00	\$ 525,000,000.00	\$ 525,000,000.00	\$ 1,499,171.12
2* Bank Notes	\$	600,000,000.00	\$ 600,000,000.00	\$ 599,619,554.09	\$ 2,337,722.21
2* CDs and YCDs	\$	11,225,000,000.00	\$ 11,225,000,000.00	\$ 11,219,981,017.33	\$ 22,812,888.95
2* Commercial Paper	\$	7,261,281,569.44	\$ 7,273,970,472.21	\$ 7,271,584,361.13	NA
1* Corporate:					
Bonds FR	\$	-	\$ -	\$ -	\$ -
Bonds	\$	-	\$ -	\$ -	\$ -
1* Repurchase Agreements	\$	-	\$ -	\$ -	\$ -
1* Reverse Repurchase	\$	-	\$ -	\$ -	\$ -
Time Deposits	\$	5,307,240,000.00	\$ 5,307,240,000.00	\$ 5,307,240,000.00	NA
AB 55 & GF Loans	\$	1,466,657,000.00	\$ 1,466,657,000.00	\$ 1,466,657,000.00	NA
TOTAL	\$	74,272,254,455.10	\$ 74,376,667,139.61	\$ 74,234,870,164.11	\$ 85,380,577.52

Fair Value Including Accrued Interest

\$ 74,320,250,741.63

* Governmental Accounting Standards Board (GASB) Statement #72

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (**0.998093529**).
As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$19,961,870.58 or \$20,000,000.00 x **0.998093529**.

Monthly Account Statement

City of National City

December 1, 2017 through December 31, 2017

Chandler Team

For questions about your account,
please call (800) 317-4747 or
Email operations@chandlerasset.com

Custodian

Bank of New York Mellon
Lauren Dehner
(904)645-1918

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.



Portfolio Summary

As of 12/31/2017

PORTFOLIO CHARACTERISTICS

Average Duration	1.66
Average Coupon	1.43 %
Average Purchase YTM	1.48 %
Average Market YTM	1.86 %
Average S&P/Moody Rating	AA+/Aa1
Average Final Maturity	1.79 yrs
Average Life	1.70 yrs

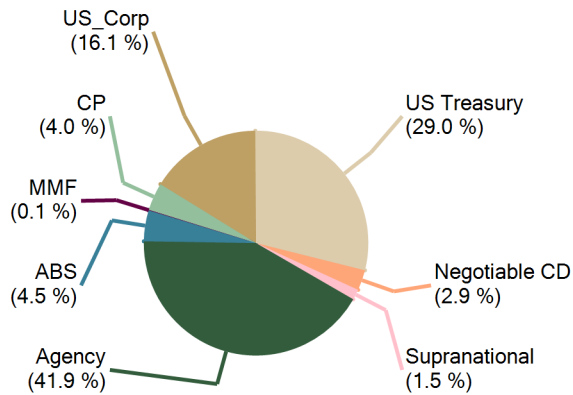
ACCOUNT SUMMARY

	Beg. Values as of 11/30/17	End Values as of 12/31/17
Market Value	29,676,589	29,673,868
Accrued Interest	91,369	108,176
Total Market Value	29,767,958	29,782,044
Income Earned	34,445	35,333
Cont/WD		-2,153
Par	29,863,863	29,884,220
Book Value	29,803,626	29,820,250
Cost Value	29,803,626	29,820,250

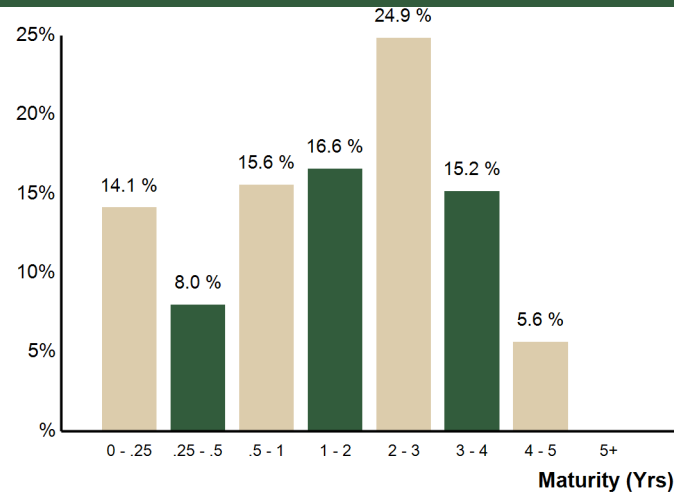
TOP ISSUERS

Issuer	% Portfolio
Government of United States	29.0 %
Federal Home Loan Bank	13.4 %
Federal National Mortgage Assoc	12.8 %
Federal Home Loan Mortgage Corp	11.0 %
Federal Farm Credit Bank	4.7 %
General Electric Co	2.0 %
Bank of Tokyo-Mit UFJ	2.0 %
Bank of Nova Scotia Houston	1.8 %
	76.7 %

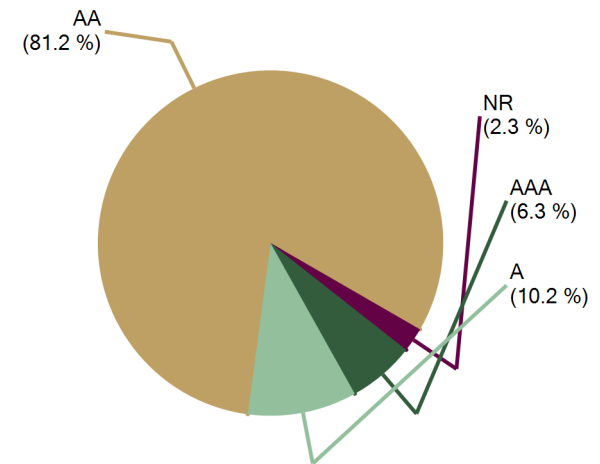
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 12/31/2017	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized			Since 2/29/2012	Since 2/29/2012
					3 Yrs	5 Yrs	10 Yrs		
City of National City	0.05 %	-0.10 %	0.79 %	0.79 %	0.82 %	0.68 %	N/A	0.69 %	4.09 %
BAML 1-3 Yr US Treasury/Agency Index	0.01 %	-0.25 %	0.44 %	0.44 %	0.63 %	0.58 %	N/A	0.58 %	3.40 %
BAML 1-3 Yr US Corporate/Govt Rated AAA-A Index	0.03 %	-0.21 %	0.70 %	0.70 %	0.81 %	0.74 %	N/A	0.79 %	4.67 %

City of National City

December 31, 2017

COMPLIANCE WITH INVESTMENT POLICY

Assets managed by Chandler Asset Management are in full compliance with state law and with the City's investment policy.

Category	Standard	Comment
Municipal Securities	BBB rated equivalent by a NRSRO or 4th highest general classification by a NRSRO; 30% maximum	Complies
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Supranationals	"AA" rated or higher by a NRSRO; 30% maximum; U.S. dollar denominated; Issued by: IBRD, IFC, IADB	Complies
Banker's Acceptances	"A-1" rated or higher by at least two NRSROs; and "A" rated long term debt by two NRSROs; 40% maximum; 180 days max maturity	Complies
Commercial Paper	"A-1" rated or higher by at least two NRSROs; and "A" rated long term debt by two NRSROs; 25% maximum; 270 days max maturity	Complies
FDIC insured Time Deposits/ Certificates of Deposit	Amount per institution limited to the max covered under FDIC; 30% maximum combined certificates of deposit including CDARS	Complies
Negotiable Certificates of Deposit	"A" rated or higher by at least two NRSROs; and/or have short term debt rated "A1" or higher by at least two NRSROs; 30% maximum	Complies
Corporate Medium Term Notes	"A" rated or better by at least two NRSROs; 30% maximum; Issued by corporations organized and operating within the U.S.	Complies
Money Market Mutual Funds	AAA rated or equivalent by at least two NRSROs; 20% maximum; SEC registered with assets under management in excess of \$500 million	Complies
Mortgage Pass-throughs, CMOs and Asset Backed Securities	"AA" rated or better by two NRSROs; "A" rated or higher for the issuer's debt by two NRSROs; 20% maximum	Complies
Local Agency Investment Fund - LAIF	maximum LAIF program; Currently not used by investment adviser	Complies
Prohibited Securities	Inverse floaters; Ranges notes; Interest-only strips from mortgaged backed securities; Zero interest accrual securities; Reverse Repurchase Agreements; Foreign currency denominated sec	Complies
Callable Securities	20% maximum (does not include "make whole call" securities)	Complies
Maximum Issuer	5% max (except US Government, its agencies and enterprises)	Complies
Maximum maturity	5 years	Complies



Reconciliation Summary

As of 12/31/2017

BOOK VALUE RECONCILIATION	
Beginning Book Value	\$29,803,625.53
<u>Acquisition</u>	
+ Security Purchases	\$1,242,824.00
+ Money Market Fund Purchases	\$1,231,735.33
+ Money Market Contributions	\$0.00
+ Security Contributions	\$0.00
+ Security Transfers	\$0.00
Total Acquisitions	\$2,474,559.33
<u>Dispositions</u>	
- Security Sales	\$0.00
- Money Market Fund Sales	\$1,249,225.36
- MMF Withdrawals	\$2,152.72
- Security Withdrawals	\$0.00
- Security Transfers	\$0.00
- Other Dispositions	\$0.00
- Maturities	\$1,206,808.00
- Calls	\$0.00
- Principal Paydowns	\$0.00
Total Dispositions	\$2,458,186.08
<u>Amortization/Accretion</u>	
+/- Net Accretion	\$0.00
	\$0.00
<u>Gain/Loss on Dispositions</u>	
+/- Realized Gain/Loss	\$251.60
	\$251.60
Ending Book Value	\$29,820,250.38

CASH TRANSACTION SUMMARY	
BEGINNING BALANCE	\$38,862.69
<u>Acquisition</u>	
Contributions	\$0.00
Security Sale Proceeds	\$0.00
Accrued Interest Received	\$0.00
Interest Received	\$21,721.78
Dividend Received	\$13.55
Principal on Maturities	\$1,206,808.00
Interest on Maturities	\$3,192.00
Calls/Redemption (Principal)	\$0.00
Interest from Calls/Redemption	\$0.00
Principal Paydown	\$0.00
Total Acquisitions	\$1,231,735.33
<u>Disposition</u>	
Withdrawals	\$2,152.72
Security Purchase	\$1,242,824.00
Accrued Interest Paid	\$6,401.36
Total Dispositions	\$1,251,378.08
Ending Book Value	\$19,219.94



Income Earned
11/30/17 Thru 12/31/17

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
Fixed Income						
02665WAZ4	American Honda Finance Note 2.45% Due 09/24/2020	07/11/2017 07/14/2017 400,000.00	405,848.00 0.00 0.00 405,848.00	1,823.89 0.00 2,640.56 816.67	0.00 0.00 0.00 816.67	0.00 0.00 0.00 816.67
037833AQ3	Apple Inc Note 2.1% Due 05/06/2019	05/04/2016 05/09/2016 270,000.00	276,928.20 0.00 0.00 276,928.20	393.75 0.00 866.25 472.50	0.00 0.00 0.00 472.50	0.00 0.00 0.00 472.50
084670BL1	Berkshire Hathaway Note 2.1% Due 08/14/2019	01/26/2017 01/31/2017 285,000.00	287,815.80 0.00 0.00 287,815.80	1,778.88 0.00 2,277.63 498.75	0.00 0.00 0.00 498.75	0.00 0.00 0.00 498.75
166764AA8	Chevron Corp Callable Note Cont 11/5/17 Due 12/05/2017	05/19/2014 05/22/2014 0.00	259,703.60 0.00 259,703.60 0.00	1,403.31 1,435.20 0.00 31.89	0.00 0.00 0.00 31.89	0.00 0.00 0.00 31.89
166764AR1	Chevron Corp Callable Note Cont 2/3/2020 1.961% Due 03/03/2020	12/13/2017 12/15/2017 400,000.00	0.00 399,064.00 0.00 399,064.00	0.00 (2,222.47) 2,571.09 348.62	0.00 0.00 0.00 348.62	0.00 0.00 0.00 348.62
22160KAJ4	Costco Wholesale Corp Note 2.15% Due 05/18/2021	07/25/2017 07/28/2017 400,000.00	401,208.00 0.00 0.00 401,208.00	310.56 0.00 1,027.22 716.66	0.00 0.00 0.00 716.66	0.00 0.00 0.00 716.66
3130A4GJ5	FHLB Note 1.125% Due 04/25/2018	Various Various 450,000.00	451,689.00 0.00 0.00 451,689.00	506.25 0.00 928.13 421.88	0.00 0.00 0.00 421.88	0.00 0.00 0.00 421.88
3130A7CV5	FHLB Note 1.375% Due 02/18/2021	10/13/2016 10/14/2016 490,000.00	490,960.40 0.00 0.00 490,960.40	1,927.67 0.00 2,489.13 561.46	0.00 0.00 0.00 561.46	0.00 0.00 0.00 561.46
3130A8PK3	FHLB Note 0.625% Due 08/07/2018	08/30/2016 08/31/2016 455,000.00	452,684.05 0.00 0.00 452,684.05	900.52 0.00 1,137.50 236.98	0.00 0.00 0.00 236.98	0.00 0.00 0.00 236.98
3130AABG2	FHLB Note 1.875% Due 11/29/2021	03/08/2017 03/09/2017 565,000.00	559,044.90 0.00 0.00 559,044.90	58.85 0.00 941.67 882.82	0.00 0.00 0.00 882.82	0.00 0.00 0.00 882.82



Income Earned

11/30/17 Thru 12/31/17

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
3133782M2	FHLB Note 1.5% Due 03/08/2019	05/28/2015 05/29/2015 440,000.00	443,207.60 0.00 0.00 443,207.60	1,521.67 0.00 2,071.67 550.00	0.00 0.00 0.00 550.00	0.00 0.00 550.00
313378A43	FHLB Note 1.375% Due 03/09/2018	09/17/2013 09/18/2013 470,000.00	464,472.80 0.00 0.00 464,472.80	1,472.01 0.00 2,010.56 538.55	0.00 0.00 0.00 538.55	0.00 0.00 538.55
313379Q69	FHLB Note 2.125% Due 06/10/2022	06/20/2017 06/21/2017 600,000.00	607,110.00 0.00 0.00 607,110.00	6,056.25 6,375.00 743.75 1,062.50	0.00 0.00 0.00 1,062.50	0.00 0.00 1,062.50
313380FB8	FHLB Note 1.375% Due 09/13/2019	Various Various 540,000.00	536,816.60 0.00 0.00 536,816.60	1,608.75 0.00 2,227.50 618.75	0.00 0.00 0.00 618.75	0.00 0.00 618.75
3133EEJ50	FFCB Note 1.03% Due 05/11/2018	05/05/2015 05/11/2015 450,000.00	449,145.00 0.00 0.00 449,145.00	257.50 0.00 643.75 386.25	0.00 0.00 0.00 386.25	0.00 0.00 386.25
3133EFSJ7	FFCB Note 1.3% Due 12/14/2018	12/10/2015 12/14/2015 550,000.00	549,279.50 0.00 0.00 549,279.50	3,316.81 3,575.00 337.64 595.83	0.00 0.00 0.00 595.83	0.00 0.00 595.83
3133EFW52	FFCB Note 1.15% Due 07/01/2019	04/08/2016 04/11/2016 400,000.00	401,956.00 0.00 0.00 401,956.00	1,916.67 0.00 2,300.00 383.33	0.00 0.00 0.00 383.33	0.00 0.00 383.33
3135G0D75	FNMA Note 1.5% Due 06/22/2020	12/17/2015 12/21/2015 575,000.00	568,778.50 0.00 0.00 568,778.50	3,809.38 4,312.50 215.63 718.75	0.00 0.00 0.00 718.75	0.00 0.00 718.75
3135G0E33	FNMA Note 1.125% Due 07/20/2018	Various Various 450,000.00	449,689.56 0.00 0.00 449,689.56	1,842.19 0.00 2,264.06 421.87	0.00 0.00 0.00 421.87	0.00 0.00 421.87
3135G0E58	FNMA Note 1.125% Due 10/19/2018	09/14/2016 09/15/2016 395,000.00	397,010.55 0.00 0.00 397,010.55	518.44 0.00 888.75 370.31	0.00 0.00 0.00 370.31	0.00 0.00 370.31
3135G0N82	FNMA Note 1.25% Due 08/17/2021	01/26/2017 01/31/2017 440,000.00	425,444.80 0.00 0.00 425,444.80	1,588.89 0.00 2,047.22 458.33	0.00 0.00 0.00 458.33	0.00 0.00 458.33



Income Earned

11/30/17 Thru 12/31/17

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
3135G0RT2	FNMA Note Due 12/20/2017	07/31/2015 07/31/2015 0.00	350,044.80 0.00 350,044.80 0.00	1,369.62 1,531.25 0.00 161.63	0.00 0.00 0.00 161.63	0.00 161.63
3135G0T78	FNMA Note 2% Due 10/05/2022	12/12/2017 12/13/2017 500,000.00	0.00 494,215.00 0.00 494,215.00	0.00 (1,861.11) 2,361.11 500.00	0.00 0.00 0.00 500.00	0.00 500.00
3135G0TG8	FNMA Note 0.875% Due 02/08/2018	12/11/2013 12/12/2013 590,000.00	579,757.60 0.00 0.00 579,757.60	1,620.45 0.00 2,050.66 430.21	0.00 0.00 0.00 430.21	0.00 430.21
3135G0WJ8	FNMA Note 0.875% Due 05/21/2018	05/05/2015 05/06/2015 450,000.00	447,472.80 0.00 0.00 447,472.80	109.38 0.00 437.50 328.12	0.00 0.00 0.00 328.12	0.00 328.12
3135G0YT4	FNMA Note 1.625% Due 11/27/2018	08/31/2015 08/31/2015 440,000.00	446,141.96 0.00 0.00 446,141.96	79.44 0.00 675.28 595.84	0.00 0.00 0.00 595.84	0.00 595.84
3137EADB2	FHLMC Note 2.375% Due 01/13/2022	Various Various 575,000.00	585,310.00 0.00 0.00 585,310.00	5,234.90 0.00 6,372.92 1,138.02	0.00 0.00 0.00 1,138.02	0.00 1,138.02
3137EADK2	FHLMC Note 1.25% Due 08/01/2019	05/05/2015 05/06/2015 450,000.00	446,149.35 0.00 0.00 446,149.35	1,875.00 0.00 2,343.75 468.75	0.00 0.00 0.00 468.75	0.00 468.75
3137EADM8	FHLMC Note 1.25% Due 10/02/2019	05/05/2015 05/06/2015 450,000.00	444,822.75 0.00 0.00 444,822.75	921.88 0.00 1,390.63 468.75	0.00 0.00 0.00 468.75	0.00 468.75
3137EADN6	FHLMC Note 0.75% Due 01/12/2018	07/28/2014 07/29/2014 490,000.00	480,954.59 0.00 0.00 480,954.59	1,418.96 0.00 1,725.21 306.25	0.00 0.00 0.00 306.25	0.00 306.25
3137EADP1	FHLMC Note 0.875% Due 03/07/2018	02/26/2015 02/27/2015 400,000.00	397,552.00 0.00 0.00 397,552.00	816.67 0.00 1,108.33 291.66	0.00 0.00 0.00 291.66	0.00 291.66
3137EADR7	FHLMC Note 1.375% Due 05/01/2020	08/24/2016 08/25/2016 455,000.00	460,332.60 0.00 0.00 460,332.60	521.35 0.00 1,042.71 521.36	0.00 0.00 0.00 521.36	0.00 521.36



Income Earned
11/30/17 Thru 12/31/17

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
3137EAEF2	FHLMC Note 1.375% Due 04/20/2020	04/27/2017 04/28/2017 460,000.00	457,741.40 0.00 0.00 457,741.40	720.35 0.00 1,247.43 527.08	0.00 0.00 0.00 527.08	0.00 0.00 527.08
40428HPV8	HSBC USA Inc Note 2.75% Due 08/07/2020	11/16/2017 11/20/2017 290,000.00	293,569.90 0.00 0.00 293,569.90	2,525.42 0.00 3,190.00 664.58	0.00 0.00 0.00 664.58	0.00 0.00 664.58
43814PAB6	Honda Auto Receivables Owner T 17-3 A2 1.57% Due 01/21/2020	09/25/2017 09/29/2017 150,000.00	149,986.67 0.00 0.00 149,986.67	85.04 196.25 85.04 196.25	0.00 0.00 0.00 196.25	0.00 196.25
459058ER0	Intl. Bank Recon & Development Note 1% Due 10/05/2018	03/30/2016 03/31/2016 450,000.00	449,667.00 0.00 0.00 449,667.00	700.00 0.00 1,075.00 375.00	0.00 0.00 0.00 375.00	0.00 375.00
46625HKA7	JP Morgan Chase Callable Note Cont 12/23/2019 2.25% Due 01/23/2020	08/23/2017 08/28/2017 400,000.00	403,336.00 0.00 0.00 403,336.00	3,200.00 0.00 3,950.00 750.00	0.00 0.00 0.00 750.00	0.00 750.00
47788BAB0	John Deere Owner Trust 2017-B A2A 1.59% Due 04/15/2020	07/11/2017 07/18/2017 170,000.00	169,985.23 0.00 0.00 169,985.23	120.13 225.25 120.13 225.25	0.00 0.00 0.00 225.25	0.00 225.25
594918BF0	Microsoft Note 1.3% Due 11/03/2018	10/29/2015 11/03/2015 130,000.00	129,870.00 0.00 0.00 129,870.00	131.44 0.00 272.28 140.84	0.00 0.00 0.00 140.84	0.00 140.84
594918BG8	Microsoft Callable Note Cont. 10/03/20 2% Due 11/03/2020	07/11/2017 07/14/2017 270,000.00	270,999.00 0.00 0.00 270,999.00	420.00 0.00 870.00 450.00	0.00 0.00 0.00 450.00	0.00 450.00
65478GAB6	Nissan Auto Receivables Owner 2017-B A2A 1.56% Due 05/15/2020	08/16/2017 08/23/2017 510,000.00	509,979.96 0.00 0.00 509,979.96	353.60 663.00 353.60 663.00	0.00 0.00 0.00 663.00	0.00 663.00
68389XBK0	Oracle Corp Callable Note Cont 8/01/21 1.9% Due 09/15/2021	10/26/2017 10/31/2017 400,000.00	395,816.00 0.00 0.00 395,816.00	1,604.44 0.00 2,237.78 633.34	0.00 0.00 0.00 633.34	0.00 633.34
747525AG8	Qualcomm Inc Note 1.4% Due 05/18/2018	06/16/2015 06/19/2015 220,000.00	219,205.80 0.00 0.00 219,205.80	94.11 0.00 350.78 256.67	0.00 0.00 0.00 256.67	0.00 256.67



Income Earned

11/30/17 Thru 12/31/17

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
808513AK1	Charles Schwab Corp Callable Note Cont 2/10/2018 1.5% Due 03/10/2018	04/07/2015 04/10/2015 250,000.00	251,547.50 0.00 0.00 251,547.50	843.75 0.00 1,156.25 312.50	0.00 0.00 0.00 312.50	0.00 0.00 0.00 312.50
857477AV5	State Street Bank Note 1.95% Due 05/19/2021	07/12/2017 07/17/2017 400,000.00	396,056.00 0.00 0.00 396,056.00	260.00 0.00 910.00 650.00	0.00 0.00 0.00 650.00	0.00 0.00 0.00 650.00
89237RAB4	Toyota Auto Receivable 2017-C A2A 1.58% Due 07/15/2020	07/25/2017 08/02/2017 500,000.00	499,995.25 0.00 0.00 499,995.25	351.11 658.33 351.11 658.33	0.00 0.00 0.00 658.33	0.00 0.00 0.00 658.33
91159HHL7	US Bancorp Callable Note 1X 12/29/2020 2.35% Due 01/29/2021	07/19/2017 07/24/2017 400,000.00	404,036.00 0.00 0.00 404,036.00	3,185.56 0.00 3,968.89 783.33	0.00 0.00 0.00 783.33	0.00 0.00 0.00 783.33
912828G53	US Treasury Note 1.875% Due 11/30/2021	08/28/2017 08/29/2017 600,000.00	604,994.20 0.00 0.00 604,994.20	30.91 0.00 989.01 958.10	0.00 0.00 0.00 958.10	0.00 0.00 0.00 958.10
912828J50	US Treasury Note 1.375% Due 02/29/2020	07/25/2017 07/26/2017 600,000.00	598,408.26 0.00 0.00 598,408.26	2,096.69 0.00 2,803.18 706.49	0.00 0.00 0.00 706.49	0.00 0.00 0.00 706.49
912828L32	US Treasury Note 1.375% Due 08/31/2020	Various Various 600,000.00	600,184.82 0.00 0.00 600,184.82	2,096.68 0.00 2,803.18 706.50	0.00 0.00 0.00 706.50	0.00 0.00 0.00 706.50
912828L40	US Treasury Note 1% Due 09/15/2018	10/29/2015 11/02/2015 450,000.00	449,667.52 0.00 0.00 449,667.52	957.18 0.00 1,342.54 385.36	0.00 0.00 0.00 385.36	0.00 0.00 0.00 385.36
912828M98	US Treasury Note 1.625% Due 11/30/2020	11/29/2016 11/30/2016 570,000.00	568,331.99 0.00 0.00 568,331.99	25.45 0.00 814.29 788.84	0.00 0.00 0.00 788.84	0.00 0.00 0.00 788.84
912828Q37	US Treasury Note 1.25% Due 03/31/2021	04/27/2017 04/28/2017 375,000.00	369,024.69 0.00 0.00 369,024.69	798.42 0.00 1,197.63 399.21	0.00 0.00 0.00 399.21	0.00 0.00 0.00 399.21
912828Q78	US Treasury Note 1.375% Due 04/30/2021	05/25/2017 05/31/2017 500,000.00	494,650.11 0.00 0.00 494,650.11	604.40 0.00 1,189.90 585.50	0.00 0.00 0.00 585.50	0.00 0.00 0.00 585.50



Income Earned

11/30/17 Thru 12/31/17

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
912828S43	US Treasury Note 0.75% Due 07/15/2019	08/01/2016 08/02/2016 435,000.00	434,780.56 0.00 0.00 434,780.56	1,232.30 0.00 1,507.13 274.83	0.00 0.00 0.00 274.83	0.00 274.83
912828SD3	US Treasury Note 1.25% Due 01/31/2019	04/29/2015 04/30/2015 400,000.00	401,095.09 0.00 0.00 401,095.09	1,671.20 0.00 2,092.39 421.19	0.00 0.00 0.00 421.19	0.00 421.19
912828ST8	US Treasury Note 1.25% Due 04/30/2019	Various Various 450,000.00	449,676.31 0.00 0.00 449,676.31	481.70 0.00 963.40 481.70	0.00 0.00 0.00 481.70	0.00 481.70
912828TH3	US Treasury Note 0.875% Due 07/31/2019	03/30/2016 03/31/2016 400,000.00	398,204.46 0.00 0.00 398,204.46	1,169.84 0.00 1,464.67 294.83	0.00 0.00 0.00 294.83	0.00 294.83
912828UB4	US Treasury Note 1% Due 11/30/2019	10/29/2015 11/02/2015 450,000.00	443,181.20 0.00 0.00 443,181.20	12.36 0.00 395.60 383.24	0.00 0.00 0.00 383.24	0.00 383.24
912828UL2	US Treasury Note 1.375% Due 01/31/2020	12/08/2016 12/09/2016 490,000.00	489,312.58 0.00 0.00 489,312.58	2,251.94 0.00 2,819.50 567.56	0.00 0.00 0.00 567.56	0.00 567.56
912828UU2	US Treasury Note 0.75% Due 03/31/2018	09/03/2014 09/04/2014 520,000.00	510,637.68 0.00 0.00 510,637.68	664.29 0.00 996.43 332.14	0.00 0.00 0.00 332.14	0.00 332.14
912828UV0	US Treasury Note 1.125% Due 03/31/2020	Various Various 600,000.00	596,517.64 0.00 0.00 596,517.64	1,149.72 0.00 1,724.59 574.87	0.00 0.00 0.00 574.87	0.00 574.87
912828UZ1	US Treasury Note 0.625% Due 04/30/2018	Various Various 415,000.00	411,180.30 0.00 0.00 411,180.30	222.12 0.00 444.24 222.12	0.00 0.00 0.00 222.12	0.00 222.12
912828VK3	US Treasury Note 1.375% Due 06/30/2018	02/26/2015 02/27/2015 400,000.00	402,954.47 0.00 0.00 402,954.47	2,301.63 2,750.00 15.19 463.56	0.00 0.00 0.00 463.56	0.00 463.56
912828XK1	US Treasury Note 0.875% Due 07/15/2018	07/31/2015 07/31/2015 450,000.00	448,560.10 0.00 0.00 448,560.10	1,487.26 0.00 1,818.95 331.69	0.00 0.00 0.00 331.69	0.00 331.69



Income Earned

11/30/17 Thru 12/31/17

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
94974BFG0	Wells Fargo Corp Note 1.5% Due 01/16/2018	11/24/2014 11/28/2014 270,000.00	269,365.50 0.00 0.00 269,365.50	1,518.75 0.00 1,856.25 337.50	0.00 0.00 0.00 337.50	0.00 0.00 0.00 337.50
			27,459,850.50	82,347.68	0.00	
			893,279.00	17,638.20	0.00	
			609,748.40	97,514.17	0.00	0.00
TOTAL Fixed Income		27,800,000.00	27,743,381.10	32,804.69	32,804.69	32,804.69

Cash & Equivalent

06417GXH6	Bank of Nova Scotia Yankee CD 1.57% Due 08/09/2018	08/08/2017 08/09/2017 520,000.00	520,000.00 0.00 0.00 520,000.00	2,585.27 0.00 3,288.28 703.01	0.00 0.00 0.00 703.01	0.00 0.00 0.00 703.01
06538CCD1	Bank of Tokyo Mitsubishi NY Discount CP 1.45% Due 03/13/2018	11/07/2017 11/08/2017 595,000.00	592,004.34 0.00 0.00 592,004.34	551.20 0.00 1,294.13 742.93	0.00 0.00 0.00 742.93	0.00 0.00 0.00 742.93
36164KAG6	GE Capital Treasury LLC Discount CP 1.3% Due 01/16/2018	07/20/2017 07/20/2017 600,000.00	596,100.00 0.00 0.00 596,100.00	2,903.33 0.00 3,575.00 671.67	0.00 0.00 0.00 671.67	0.00 0.00 0.00 671.67
60934N807	Federated Investors Govt Oblig Fund Inst.	Various Various 19,219.94	38,862.69 879,872.55 899,515.30 19,219.94	0.00 13.55 0.00 13.55	0.00 0.00 0.00 13.55	0.00 0.00 0.00 13.55
89113W6Q4	Toronto Dominion NY Yankee CD 1.6% Due 08/24/2018	12/19/2017 12/20/2017 350,000.00	0.00 349,545.00 0.00 349,545.00	0.00 (2,317.78) 2,504.44 186.66	0.00 0.00 0.00 186.66	0.00 0.00 0.00 186.66
89233GZB5	Toyota Motor Credit Discount CP Due 12/11/2017	07/12/2017 07/12/2017 0.00	596,808.00 0.00 596,808.00 0.00	2,982.00 3,192.00 0.00 210.00	0.00 0.00 0.00 210.00	0.00 0.00 0.00 210.00
			2,343,775.03	9,021.80	0.00	
			1,229,417.55	887.77	0.00	
			1,496,323.30	10,661.85	0.00	0.00
TOTAL Cash & Equivalent		2,084,219.94	2,076,869.28	2,527.82	2,527.82	2,527.82

			29,803,625.53	91,369.48	0.00	
			2,122,696.55	18,525.97	0.00	
			2,106,071.70	108,176.02	0.00	0.00
TOTAL PORTFOLIO		29,884,219.94	29,820,250.38	35,332.51	35,332.51	35,332.51



COUNTY OF SAN DIEGO INVESTMENT POOL TREASURY INVESTMENT RESULTS

DEC
2017

County of San Diego Treasurer-Tax Collector | 1600 Pacific Hwy, San Diego, CA 92101 | www.sdttc.com

PARTICIPANT CASH BALANCES

San Diego Pooled Money Fund

As of December 31, 2017

(\$000)

PARTICIPANT	FMV 10/31/17	FMV 11/30/17	FMV 12/31/17	% of Total	PARTICIPANT	FMV 10/31/17	FMV 11/30/17	FMV 12/31/17	% of Total
COUNTY	\$ 949,288	\$ 1,740,795	\$ 2,232,192	20.80%	Lower Sweetwater FPD	484	478	579	
COUNTY - SPECIAL TRUST FUNDS	2,076,232	2,060,912	2,386,420	22.24%	Metropolitan Transit System	7,978	7,804	7,705	
NON-COUNTY INVESTMENT FUNDS	168,860	171,697	174,716	1.62%	Mission Resource Conservation District	319	319	302	
SCHOOLS - (K THRU 12)	2,988,686	3,511,122	4,211,066	39.24%	North County Cemetery District	1,432	1,423	1,449	
					North County Cemetry Perpetual	1,577	1,589	1,598	
COMMUNITY COLLEGES					North County Cemetery	991	973	995	
San Diego	234,716	220,074	252,231	2.35%	North County Dispatch	3,727	4,036	4,008	
Grossmont	78,632	70,449	88,772	0.83%	North County Fire	1,889	1,741	1,852	
Mira Costa	117,369	107,990	135,874	1.27%	Otay Water District Investment	4,095	6,083	8,051	
Palomar	335,088	316,991	330,370	3.08%	Palomar Health Care District	696	0	0	
Southwestern	124,267	264,328	271,054	2.53%	Pine Valley FPD	11	12	85	
Total Community Colleges	890,072	979,833	1,078,301	10.06%	Pomerado Cemetery District	1,684	1,627	1,748	
					Ramona Cemetery District	481	466	575	
SDCERA	598	596	5,417		Ramona Cemetery Perpetual	382	382	392	
SANCAL	1,647	1,659	1,653		Rancho Santa Fe FPD	10,982	9,928	12,420	
SANDAG	34,387	35,134	36,069		Rincon del Diablo Municipal Water District	3,036	3,041	3,036	
					San Diego Housing Commission	20,614	20,644	20,612	
CITIES					San Diego Geographic Information Source	777	1,081	913	
Chula Vista	131,045	123,746	135,493		San Diego Law Library	3,175	3,215	3,237	
Coronado	19,803	19,819	19,788		San Diego Local Agency Formation Comrr	1,625	1,516	1,441	
Del Mar	2,579	2,583	2,579		San Diego Regional Training Center	723	575	652	
Encinitas	2	2	2		San Dieguito River	1,323	1,288	1,141	
National City	8,076	8,089	8,077		San Marcos FPD	1	1	1	
					San Miguel FPD	5,391	5,714	7,095	
INDEPENDENT AGENCIES					Santa Fe Irrigation District	4,196	4,203	4,196	
Alpine FPD	719	549	1,378		Serra Cooperative Library System	229	229	229	
Bonita Sunnyside FPD	4,850	4,423	5,332		SDC Regional Airport Authority	290,767	290,091	284,400	
Borrego Springs FPD	1,037	930	1,269		Upper San Luis Rey Reservoir	43	43	45	
Canbrake County Water District	51	51	51		Vallecitos Water District	5,154	5,162	5,154	
Deer Springs FPD	9,854	9,869	9,333		Valley Center FPD	2,638	2,468	2,615	
Fallbrook Public UTL	15	15	15		Valley Cntr Cemetery	90	90	101	
Grossmont Healthcare District	1,012	1,014	1,012		Valley Ctr Cem Perpetual	259	260	259	
Public Agency Self Insurance System	3,376	3,381	3,376		Valley Ctr Water District	21,267	20,472	21,555	
Julian-Cuyamaca FPD	94	41	140		Vista FPD	2,546	2,550	3,535	
Lake Cuyamaca Rec & Park	152	104	101		Total Independent Agencies	634,580	625,336	649,537	6.04%
Lakeside Fire	5,175	4,287	6,951						
Leucadia Water District	9,526	9,541	9,527		Pooled Money Fund Total	\$ 7,707,719	\$ 9,089,694	\$10,732,232	100.00%

Please see the balances below for National City:

National City		Pool YTM: 1.528			
Conversion of Oracle Cash Balance to COSD Pool Market Price					
Month Ended December 31, 2017		Current Month	Prior Month	Prior Quarter	Prior Year
		12/31/2017	11/30/2017	9/30/2017	12/31/2016
COSD Pool Market Price		98.882%	99.035%	99.206%	99.070%
Fund Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
44077 NATIONAL CITY INVESTMENT FUND	8,168,102	8,076,751	8,089,240	8,077,908	5,053,692
Total for National City	8,168,102	8,076,751	8,089,240	8,077,908	5,053,692

Let me know if you need anything else. Thank you.



Steven Wong
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 San Diego County Treasurer-Tax Collector's Office
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Please see the balances below for National City:

National City		Pool YTM: 1.466			
Conversion of Oracle Cash Balance to COSD Pool Market Price					
Month Ended November 30, 2017					
		Current Month	Prior Month	Prior Quarter	Prior Year
		11/30/2017	10/31/2017	8/31/2017	11/30/2016
COSD Pool Market Price		99.035%	98.971%	99.624%	99.304%
Fund Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
44077 NATIONAL CITY INVESTMENT FUND	8,168,102	8,089,240	8,076,235	8,111,898	5,065,629
Total for National City	8,168,102	8,089,240	8,076,235	8,111,898	5,065,629

Let me know if you need anything else. Thank you.



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Please see the balances below for National City:

National City		Pool YTM: 1.415			
Conversion of Oracle Cash Balance to COSD Pool Market Price					
Month Ended October 31, 2017					
		Current Month	Prior Month	Prior Quarter	Prior Year
		10/31/2017	9/30/2017	7/31/2017	10/31/2016
COSD Pool Market Price		98.971%	99.206%	99.145%	99.431%
Fund Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
44077 NATIONAL CITY INVESTMENT FUND	8,160,241	8,076,235	8,077,908	8,071,900	5,072,145
Total for National City	8,160,241	8,076,235	8,077,908	8,071,900	5,072,145

Let me know if you need anything else. Thank you.



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The following page(s) contain the backup material for Agenda Item: Warrant Register #27 for the period of 12/27/17 through 01/02/18 in the amount of \$1,964,194.70.
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 20, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #27 for the period of 12/27/17 through 01/02/18 in the amount of \$1,964,194.70.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: _____

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 12/27/17 through 01/02/18.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
---------------	-------------------	---------------	--------------------

No Warrants Issued over \$50,000.00 for the Week of 12/27/17 – 01/02/18

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$1,964,194.70.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,964,194.70

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register #27



WARRANT REGISTER #27
1/2/2018

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACEDO, I	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332264	1/2/18	160.00
ACME SAFETY & SUPPLY CORP	SAFETY APPAREL FOR STREET DIVISION	332265	1/2/18	137.73
AIRGAS WEST	MOP 45714 SAFETY APPAREL PW	332266	1/2/18	127.40
ANDERSON, E	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332267	1/2/18	110.00
BEARD, P	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332268	1/2/18	70.00
BECK, L	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332269	1/2/18	140.00
BISHOP, R	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332270	1/2/18	110.00
BOEGLER, C	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332271	1/2/18	260.00
BULL, P	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332272	1/2/18	580.00
CALIFORNIA ELECTRIC SUPPLY	MO P45698 ELECTRIC SUPPLIES PW	332273	1/2/18	74.69
CARRILLO, R	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332274	1/2/18	290.00
COLE, L	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332275	1/2/18	165.00
COLLINSON, C	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332276	1/2/18	420.00
CONDON, D	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332277	1/2/18	280.00
CORPUZ, T	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332278	1/2/18	140.00
CSULB FOUNDATION	TRAINING TUITION FIELD EVIDENCE TECH / PD	332279	1/2/18	724.00
CSULB FOUNDATION	TRAINING TUITION FIELD TRAINING PROGRAM/PD	332280	1/2/18	316.00
DANESHFAR, Z	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332281	1/2/18	250.00
DANIELS TIRE SERVICE	MOP 76986 TIRE SUPPLIES PW	332282	1/2/18	1,117.69
DEPT OF JUSTICE	DOJ PRINTS / PD	332283	1/2/18	717.00
DESROCHERS, P	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332284	1/2/18	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332285	1/2/18	70.00
DIAZ, M	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332286	1/2/18	680.00
DILLARD, S	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332287	1/2/18	480.00
DISCOUNT SPECIALTY CHEMICALS	SALT REMOVAL, DRY AIR FRESHENER / PW	332288	1/2/18	427.37
DREDGE, J	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332289	1/2/18	250.00
EISER III, G	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332290	1/2/18	250.00
FABINSKI, D	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332291	1/2/18	220.00
FIFIELD, K	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332292	1/2/18	540.00
FLYERS ENERGY LLC	MOBIL HDEO 15 W 40 OIL / PW	332293	1/2/18	536.77
GELSKEY, K	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332294	1/2/18	115.00
GIBBS JR, R	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332295	1/2/18	120.00
GISH, J	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332296	1/2/18	290.00
GONZALES, M	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332297	1/2/18	480.00
GRAINGER	MOP65179 GENERAL SUPPLIES PW	332298	1/2/18	95.26
HANSON, E	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332299	1/2/18	135.00
HARLAN, M	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332300	1/2/18	500.00
HAUG, S	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332301	1/2/18	120.00
HERNANDEZ, R	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332302	1/2/18	400.00
HODGES, B	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332303	1/2/18	200.00
HONDO, E	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332304	1/2/18	110.00
IBARRA, J	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332305	1/2/18	780.00
JAMES, R	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332306	1/2/18	140.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING / PW	332307	1/2/18	3,920.00
JUNIEL, R	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332308	1/2/18	50.00
K SURPLUS SALES INC	STEEL TOE RUBBER SAFETY BOOTS / PW	332309	1/2/18	108.75
KIMBLE, R	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332310	1/2/18	300.00
LANDA, A	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332311	1/2/18	155.00
LIMFUECO, M	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332312	1/2/18	160.00
MASON'S SAW	MOP 45729 TRIM PW	332313	1/2/18	163.63



WARRANT REGISTER #27
1/2/2018

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MATIENZO, M	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332314	1/2/18	100.00
MC CABE, T	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332315	1/2/18	280.00
MCDANIEL, P	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332316	1/2/18	290.00
MEDINA, R	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332317	1/2/18	105.00
MINER, D	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332318	1/2/18	580.00
MYERS, B	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332319	1/2/18	140.00
NATIONAL CITY CAR WASH	CAR WASH SERVICES FOR CITY FLEET FY 2018	332320	1/2/18	606.99
NOTEWARE, D	RETIREE HEALTH BENEFIT / JANUARY 2018	332321	1/2/18	120.00
OLIVARES, G	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332322	1/2/18	280.00
PACIFIC AUTO REPAIR	SMOG CERTIFICATION / REPAIRS FOR CITY	332323	1/2/18	1,161.37
PALOMAR HEALTH	SART EXAMS / PD	332324	1/2/18	1,950.00
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES PW	332325	1/2/18	199.98
PAUU JR, P	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332326	1/2/18	340.00
PEASE JR, D	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332327	1/2/18	140.00
PETERS, S	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332328	1/2/18	290.00
POST, R	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332329	1/2/18	280.00
PRO BUILD	MOP45707 GENERAL SUPPLIES PW	332330	1/2/18	2,945.61
PRUDENTIAL OVERALL SUPPLY	MO P45742 LAUNDRY SERVICES / PW	332331	1/2/18	377.84
RAY, S	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332332	1/2/18	190.00
RIVERSIDE SHERIFF'S DEPT	TRAINING TUITION DRUG ABUSE REG/ACEVEDO / PD	332333	1/2/18	98.00
ROARK, L	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332334	1/2/18	135.00
RUIZ, J	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332335	1/2/18	310.00
SAN DIEGO FRICTION PRODUCTS	MOP 80333 AUTO SUPPLIES PW	332336	1/2/18	298.90
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION CPT FIRST AID/CALIXTO / PD	332337	1/2/18	92.00
SAN DIEGO PR	LAYOUT, EDITING & DISTRIBUTION OF NATION	332338	1/2/18	600.00
SANCHEZ, L	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332339	1/2/18	330.00
SDG&E	FACILITIES DIVISION GAS & ELECTRIC	332340	1/2/18	424.73
SERVATIUS, J	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332341	1/2/18	340.00
SHORT, C	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332342	1/2/18	300.00
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES PW	332343	1/2/18	495.95
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 OFFICE SUPPLIES PW	332344	1/2/18	36.98
SMITH, J	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332345	1/2/18	320.00
SOUTH COAST EMERGENCY	EMERGENCY VEHICLE AUTO SUPPLIES	332346	1/2/18	4,000.87
STEVENS, C	TRAINING ADV LODGING FIELD EVIDENCE TECH/PD	332347	1/2/18	1,409.00
STEWART, W	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332348	1/2/18	200.00
STRASEN, W	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332349	1/2/18	135.00
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES PW	332350	1/2/18	473.39
TELLEZ, J	TRAINING ADV SUB COPS WEST / PD	332351	1/2/18	420.80
THE COUNSELING TEAM	EMPLOYEE SUPPORT SEPT	332352	1/2/18	2,400.00
THE SHERWIN WILLIAMS CO	MOP 77816 PAINTING MATERIAL PW	332353	1/2/18	453.31
TIPTON, B	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332354	1/2/18	250.00
TOPECO PRODUCTS	MOP 63849 AUTO SUPPLIES PW	332355	1/2/18	65.28
TURF STAR	BLADES FOR PARKS EQUIPMENT	332356	1/2/18	760.94
VALLEY INDUSTRIAL SPECIALTIES	MOP46453 PLUMBING SUPPLIES / PW	332357	1/2/18	541.91
VERRY, L	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332358	1/2/18	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFIT FOR JANUARY 2018	332359	1/2/18	480.00
VISTA PAINT	MOP68834 TRAFFIC PAINT PW	332360	1/2/18	402.05
WALTERS, W	TRAINING ADV LODGE FIELD TRAINING PROGRAM	332361	1/2/18	574.41
WESTFLEX INDUSTRIAL	MOP 63850 AUTO	332362	1/2/18	230.18
WHITE, J	RETIREE HEALTH	332363	1/2/18	230.00



WARRANT REGISTER #27
1/2/2018

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES PW	332364	1/2/18	197.65
A/P Total				45,759.43
SECTION 8 HAPS	Start Date	End Date		
	12/27/2017	1/2/2018	875,457.28	
PAYROLL				
Pay period	Start Date	End Date	Check Date	
1	12/19/2017	1/1/2018	1/10/2018	1,042,977.99
GRAND TOTAL				<u>\$1,964,194.70</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 20th OF FEBRUARY, 2018.

AYES_____

NAYS_____

ABSENT_____

The following page(s) contain the backup material for Agenda Item: Warrant Register #28 for the period of 01/03/18 through 01/09/18 in the amount of \$680,252.78. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 20, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #28 for the period of 01/03/18 through 01/09/18 in the amount of \$680,252.78.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: _____

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 01/03/17 through 01/09/18.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Portillo Concrete Inc	332402	367,804.75	Sewer Line Replacement

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$680,252.78.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$680,252.78

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register #28



WARRANT REGISTER #28

1/9/2018

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
4 IMPRINT INC	FOLDABLE TOTE BAGS-STATE OF CITY ADDRESS	332365	1/9/18	3,652.38
ACEVEDO, M	TRAINING REIMB DRUG ABUSE RECOGNITION / PD	332366	1/9/18	181.11
ADDICTION MEDICINE	MEDICAL SERVICES	332367	1/9/18	1,650.00
ADMINSURE INC	PROFESSIONAL SERVICES JANUARY 2018	332368	1/9/18	7,169.16
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM JANUARY 2018	332369	1/9/18	816.24
ALDEMCO	FOOD / NUTRITION CENTER	332370	1/9/18	5,709.53
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	332371	1/9/18	956.69
ASSOCIATION OF THREAT	CERTIFIED THREAT MANAGER/STANICH,CAMEON/PD	332372	1/9/18	1,125.00
BILATERAL SAFETY CORRIDOR	CASABLANCA FUNDRAISER EVENT / MORRISON	332375	1/9/18	100.00
CASAS, LAURA	COUNCIL MEETING TRANSLATION SERVICES	332376	1/9/18	550.00
COUNTY OF SAN DIEGO	CO OF SD SHARE OF PARKING CITATION/NOV17	332377	1/9/18	9,060.50
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES / OCT 2017	332378	1/9/18	1,669.78
CYNTHIA TITGEN CONSULTING INC	PROFESSIONAL SERVICES	332379	1/9/18	2,310.00
DANIELS TIRE SERVICE	MOP 76986 TIRES PW	332380	1/9/18	47.98
DAY WIRELESS SYSTEMS	FIRE ALERTING SYSTEM / FIRE	332381	1/9/18	3,703.71
DEESE, L	TRAINING ADV LODGE SUB PERFS CONF / PD	332382	1/9/18	199.34
DEPARTMENT OF JUSTICE	INVESTIGATIVE SERVICES NOVEMBER 2017	332383	1/9/18	256.00
DEPMT OF PESTICIDE REGULATION	PESTICIDE LICENSE RENEWAL / PW	332384	1/9/18	60.00
D-MAX ENGINEERING	NC STORM WATER SERV. 2017-2018	332385	1/9/18	38,635.04
DOCUFLOW SOLUTIONS INC	ANNUAL TYPEWRITER MAINTENANCE / FINANCE	332386	1/9/18	70.20
ECOLAB	SUPPLIES FOR DISHWASHER / NUTRITION	332387	1/9/18	486.71
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE LEASE AND MAINTENANCE	332388	1/9/18	15,082.15
FIRE PREVENTION SERVICES INC	REIMB - FIRE PREVENTION SVCS/WEED ABATEMENT	332389	1/9/18	10,598.53
IRON MOUNTAIN	RECORDS MANAGEMENT & STORAGE / CITY CLERK	332390	1/9/18	182.25
KIRE BUILDERS INC	FEE REFUND - BUILDING	332391	1/9/18	1,251.48
LASER SAVER INC	MOP 45725. INK CARTRIDGES / CITY CLERK	332392	1/9/18	190.20
LOPEZ, TERESA YOLANDA	COUNCIL MEETINGS TRANSLATION SERVICES	332393	1/9/18	670.00
MORRISON, R	REIMB / COSTUME FOR STATE OF THE CITY	332394	1/9/18	196.75
NV5 INC	SEWER RATE STUDY	332395	1/9/18	18,760.00
OFFICE SOLUTIONS BUSINESS	FACE DRAWER LATERAL FILE / CSD	332396	1/9/18	1,612.76
PACIFIC HONDA	2018 HONDA ACCORD LX / PD	332397	1/9/18	24,228.46
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES / NUTRITION	332398	1/9/18	116.67
PARTS AUTHORITY METRO LLC	MO P75943 AUTO SUPPLIES PW	332399	1/9/18	500.67
PENSKE FORD	MOP 49078 AUTO SUPPLIES PW	332400	1/9/18	150.44
PERRY FORD	MOP#45703 AUTO SUPPLIES / PW	332401	1/9/18	561.51
PORTILLO CONCRETE INC	SEWER LINE REPLACEMENT	332402	1/9/18	367,804.75
PRO BUILD	MOP 45707 TOOLS/PUBLIC WORKS	332403	1/9/18	72.96
PRO-EDGE KNIFE	KNIFE SHARPING SERVICE / NUTRITION	332404	1/9/18	46.00
PROFORCE LAW ENFORCEMENT	IMPACT SPONGES / PD	332405	1/9/18	4,313.12
PROJECT PROFESSIONALS CORP	PROFESSIONAL SERVICES	332406	1/9/18	2,480.00
RANDALL LAMB ASSOCIATES INC	ECM COMMISSIONING PROJECT	332407	1/9/18	1,637.50
RIVERSIDE SHERIFF'S DEPT	REIMB / BANK FEE FOR RETURNED STALE CHECK	332408	1/9/18	31.00
RODRIGUEZ, M	TRAINING ADV LODGE SUB/PERFS CONF HOMELESS	332409	1/9/18	199.34
SAFRAN MORPHOTRUST	INVESTIGATIVE SERVICES NOVEMBER 2017	332410	1/9/18	14.00
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC UTILITIES / NUTRITION	332411	1/9/18	188.95
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION FOR CPT FIRST AID / PD	332412	1/9/18	46.00
SAN DIEGO UNION TRIBUNE	LEGAL NOTICES ADVERTISING / NOV 2017	332413	1/9/18	376.32
SCST INC	SEWER LINE REPLACEMENT PROJECT	332414	1/9/18	3,952.50
SDG&E	PROPERTY TAX	332415	1/9/18	532.92
SEAPORT MEAT COMPANY	FOOD / NUTRITION	332416	1/9/18	1,072.82



WARRANT REGISTER #28
1/9/2018

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SMART SOURCE OF CALIFORNIA LLC	COIN DECALS / FINANCE	332417	1/9/18	746.08
SPARKLETTES	WATER / NUTRITION	332418	1/9/18	18.04
SPURLOCK LANDSCAPE ARCHITECTS	PARADISE CREEK & TRAIL WAYFINDING PROJECT	332419	1/9/18	17,025.00
STATE OF CALIFORNIA	WORKERS CLAIM COSTS	332420	1/9/18	48,098.81
STC TRAFFIC INC	T&A#90260 MBAYSHORE BIKEWAY	332421	1/9/18	3,137.50
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	332422	1/9/18	6,548.69
TELLEZ, J	REIMB / BANK FEE FOR RETURNED STALE CHECK	332423	1/9/18	20.00
THE HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES NEEDED FOR BUILDING/PW	332424	1/9/18	842.24
U S HEALTHWORKS	MEDICAL SERVICES / HR	332425	1/9/18	718.00
YMCA OF SAN DIEGO COUNTY	ANNUAL HUMAN DIGNITY AWARD /MORRISON	332426	1/9/18	45.00
A/P Total				612,478.78
SECTION 8 HAPS	Start Date	End Date		
	1/3/2018	1/9/2018		
GRAND TOTAL				\$ 680,252.78

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 20th OF FEBRUARY, 2018.

AYES_____

NAYS_____

ABSENT_____

The following page(s) contain the backup material for Agenda Item: Warrant Register #29 for the period of 01/10/18 through 01/16/18 in the amount of \$2,608,661.13.
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 20, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #29 for the period of 01/10/18 through 01/16/18 in the amount of \$2,608,661.13.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: _____

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 01/10/17 through 01/16/18.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
A Good Sign & Graphic Co	332431	161,157.72	Wayfinding Signage Project
NV5 Inc	332479	142,482.10	Harding Avenue & 21 st St
Palm Engineering	332480	422,701.77	Westside Mobility Improv. Project
SDG&E	332490	61,791.80	Streets Div. Gas & Electric Utilities
Public Emp Ret System	11218	231,741.03	Service Period 12/19/17 – 01/01/18
Admisure Inc	758355	60,170.60	W/C Acct Replenishment Dec 2017
Public Emp Ret System	1112018	231,200.23	Service Period 12/05/17 – 12/18/17

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$2,608,661.13.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$2,608,661.13

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register #29



WARRANT REGISTER #29
1/16/2018

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CITY OF SAN DIEGO	CITATION / PD	332427	1/16/18	37.50
DPREP INC	TRAINING TUITION INTERNAL AFFAIRS UPDATE / PD	332428	1/16/18	272.00
DUNBAR ARMORED INC	INV 4104330 / ARMORED SERVICES / FINANCE	332429	1/16/18	755.24
24 HOUR ELEVATOR INC	CITY WIDE ELEVATOR MAINTENANCE & REPAIR / PW	332430	1/16/18	2,895.00
A GOOD SIGN & GRAPHICS COMPANY	WAYFINDING SIGNAGE PROJECT	332431	1/16/18	161,157.72
ACE UNIFORMS & ACCESSORIES INC	OFFICER UNIFORM REPLACEMENT / PD	332432	1/16/18	2,041.26
AIRGAS WEST	MO P 45714 SAFETY APPAREL PW	332433	1/16/18	83.89
AMERICAN MEDICAL RESPONSE	AIRWAY BAG / FIRE	332434	1/16/18	2,531.66
ASSI SECURITY INC	CITY WIDE DOOR SECURITY SERVICES	332435	1/16/18	765.03
AT&T	AT&T SBC PHONE SERVICE NOVEMBER 2017	332436	1/16/18	9,104.17
AT&T	AT&T SBC PHONE SERVICE DECEMBER 2017	332437	1/16/18	327.36
AT&T	AT&T SBC PHONE SERVICE JANUARY 2018	332438	1/16/18	79.96
AZTEC APPLIANCE	CITY WIDE APPLIANCE PURCHASES	332439	1/16/18	429.92
BEST BEST & KRIEGER ATTN LAW	LIABILITY CLAIM COST	332440	1/16/18	29.50
BJ'S RENTALS INC	RENTAL OF GENERATORS AND LIGHT TOWERS / CSD	332441	1/16/18	1,089.72
BLUE KEY FINANCIAL INC	FIRE FEE REFUND	332442	1/16/18	100.00
BOOT WORLD	MO P64096 APPAREL SUPPLIES PW	332443	1/16/18	214.30
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES PW	332444	1/16/18	230.98
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	332445	1/16/18	7,200.00
CLEAN HARBORS	CONTRACT SERVICES	332446	1/16/18	427.00
COLANTUONO HIGHSMITH	LIABILITY CLAIM COST	332447	1/16/18	152.41
COX COMMUNICATIONS	COX DATA SERVICES DECEMBER 2017	332448	1/16/18	4,023.03
DALEY & HEFT LLP	LIABILITY CLAIM COST	332449	1/16/18	3,294.53
DALEY & HEFT LLP	LIABILITY CLAIM COST	332450	1/16/18	2,736.82
DALEY & HEFT LLP	LIABILITY CLAIM COST	332451	1/16/18	120.00
DATA TICKET INC	DATA TICKET PARKING ENF. / NSD	332452	1/16/18	2,376.48
DAVIS, DENISE	LIABILITY CLAIM COST	332453	1/16/18	199.00
DAY WIRELESS SYSTEMS	COMMUNICATIONS EQUIP SERVICE	332454	1/16/18	665.75
DDL TRAFFIC INC	OPTICOM / FIRE	332455	1/16/18	1,107.06
ENSAFE INC	2020 HOOVER AVE PROJECT	332456	1/16/18	27,185.00
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET LEASE / JAN 2018	332457	1/16/18	14,885.11
ESGIL CORPORATION	PLAN CHECKS / FIRE	332458	1/16/18	1,802.40
FEDEX	PACKAGE FOR DELIVERY/ HOUSING	332459	1/16/18	97.57
FIRE ETC	STATION BOOTS / FIRE	332460	1/16/18	266.44
GEORGE H WATERS NUTRITION CTR	NEIGHBORHOOD COUNCIL BREAKFAST-12/09/17	332461	1/16/18	1,700.00
GRAINGER	M OP 65179 BUILDING SUPPLIES PW	332462	1/16/18	1,064.77
HONOR LIFE MEMORIALS	ENGRAVING FOR VETERANS WALL OF HONOR	332463	1/16/18	3,370.00
HUDSON SAFE T LITE RENTALS	PLASTIC CROWD CONTROL BARRICADES / CSD	332464	1/16/18	835.00
ICMA MEMBERSHIP RENEWALS	MEMBERSHIP DUES-LESLIE DEESE-JANUARY-DEC	332465	1/16/18	1,400.00
JOHNSON, S	REIMB / TINY TOTS SUPPLIES	332466	1/16/18	179.73
KEYSER MARSTON ASSOCIATES INC	PROFESSIONAL SERVICES/HOUSING & ECO DEVELOP	332467	1/16/18	18,175.16
KONICA MINOLTA	KONICA MINOLTA COPIER EQUIPMENT LEASE	332468	1/16/18	8,092.50
L N CURTIS & SONS	WILDLAND CLOTHING / FIRE	332469	1/16/18	4,983.29
LESAR DEVELOPMENT CONSULTANTS	EDUCATION AND TRAINING/ HOUSING	332470	1/16/18	100.00
MANGUM, N	TRAVEL REIMB / CITY ATTORNEY'S OFFICE	332471	1/16/18	116.95
MASON'S SAW	MOP 45729 LANDSCAPE SUPPLIES PW	332472	1/16/18	828.27
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST	332473	1/16/18	13,362.28
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST	332474	1/16/18	3,112.25
MCDUGAL LOVE ECKIS	LIABILITY CLAIM	332475	1/16/18	2,372.40
NAN MCKAY AND ASSOCIATES INC	NMA HCV MB RE	332476	1/16/18	224.00



**WARRANT REGISTER #29
1/16/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NAPA AUTO PARTS	MOP 45735 AUTO SUPPLIES PW	332477	1/16/18	21.40
NATIONAL CITY CHAMBER OF	NCCC HOLIDAY MIXER / 12/2017 / CM RIOS	332478	1/16/18	15.00
NV5 INC	HARDING AVENUE & 21ST ST.	332479	1/16/18	142,482.10
PALM ENGINEERING	WESTSIDE MOBILITY IMPROV. PROJECT	332480	1/16/18	422,701.77
PREMIER PROPERTIES	SECURITY SERVICES FOR A KIMBALL HOLIDAY	332481	1/16/18	655.50
PRO BUILD	MOP 45707 GENERAL SUPPLIES PW	332482	1/16/18	1,814.89
PRUDENTIAL OVERALL SUPPLY	MO P45742 LAUNDRY SERVICES PW	332483	1/16/18	884.50
RELY ENVIRONMENTAL	HAZARDOUS WASTE PICK UP / ENG	332484	1/16/18	4,882.00
SAN DIEGO COUNTY ASSESSOR	BUILDING RCDS /HOUSING	332485	1/16/18	38.00
SAN DIEGO FRICTION PRODUCTS	MOP80333 AUTO SUPPLIES PW	332486	1/16/18	15.96
SAN DIEGO RESTAURANT SUPPLY	COMMERCIAL COFFEE MAKERS / CSD	332487	1/16/18	358.88
SANDERS, JASON	FEE REIMBURSEMENT	332488	1/16/18	18.95
SAVMART PHARMACEUTICAL SERVICE	MORPHINE / FIRE	332489	1/16/18	40.35
SDG&E	STREETS DIVISION GAS & ELECTRIC UTILITIES	332490	1/16/18	61,791.80
SHINN, D	REIMB TINY TOTS SUPPLIES / CSD	332491	1/16/18	150.77
SITEONE LANDSCAPE SUPPLY LLC	MOP 45720 LANDSCAPE SUPPLIES PW	332492	1/16/18	357.32
SMART & FINAL	MOP 45756, FIRE CHARGES	332493	1/16/18	288.07
SMART SOURCE OF CALIFORNIA LLC	CITY COUNCIL AGENDA BINDERS	332494	1/16/18	716.01
SOCAL PPE	TURNOUT REPAIRS / PW	332495	1/16/18	5,481.50
SOUTHERN CALIF TRUCK STOP	MOP 45758 OIL SUPPLIES PW	332496	1/16/18	74.97
SPARKLETTES	WATER SERVICE / NOVEMBER 2017	332497	1/16/18	31.41
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER BILL FY 2018	332498	1/16/18	26,800.33
TALLAL INC	OUTDOOR MOVIE SCREEN AND AUDIO EQUIPMENT	332500	1/16/18	2,321.12
THE HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES NEEDED FOR BUILDINGS / PW	332501	1/16/18	1,256.82
THE SHERWIN WILLIAMS CO	MO P77816 PAINTING SUPPLIES PW	332502	1/16/18	178.42
TSC GROUP INC	STATION #33 LEASE	332503	1/16/18	2,302.78
U S BANK	CREDIT CARD EXPENSES / CSD	332504	1/16/18	1,055.68
U S BANK	CREDIT CARD EXPENSES / HR	332505	1/16/18	516.08
VERIZON WIRELESS	VERIZON CELLULAR SERVICE DECEMBER 2017	332506	1/16/18	10,511.06
WESTFLEX INDUSTRIAL	PVC 100 FOOT DISCHARGE HOSE / PW	332507	1/16/18	2,940.83
WILLDAN FINANCIAL SERVICES	FEE STUDY CHARGES	332508	1/16/18	1,000.00
WILLY'S ELECTRONIC SUPPLY	MOP 45763. BATTERIES FOR A KIMBALL HOLIDAY	332509	1/16/18	32.34

A/P Total 1,000,337.02

WIRED PAYMENTS

PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 12/19/17 - 01/01/18	11218	1/12/18	231,741.03
PAYCHEX BENEFIT TECHNOLOGIES	BENETRAC ESR SERVICES BASE FEE JAN 2018	391968	1/12/18	506.00
ADMINSURE INC	W/C ACCT REPLENISHMENT DEC 2017	758355	1/12/18	60,170.60
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 12/05/17 - 12/18/17	1112018	1/11/18	231,200.23
CALPERS - FINANCIAL REPORTING	REPLACEMENT BENEFITS CONTRIBUTION	1122018	1/12/18	3,370.32

PAYROLL

Pay period	Start Date	End Date	Check Date	
2	1/2/2018	1/15/2018	1/24/2018	1,081,335.93

GRAND TOTAL

\$2,608,661.13

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 20th OF FEBRUARY, 2018.

AYES_____

NAYS_____

ABSENT_____

The following page(s) contain the backup material for Agenda Item: Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending National City Municipal Code Title 18 (Zoning) Section 18.30.220(B)(1) regarding telecommunications facilities. (Applicant: City-Initiated Land Use Amend

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 20, 2018

AGENDA ITEM NO. |

ITEM TITLE:

Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending National City Municipal Code Title 18 (Zoning) Section 18.30.220(B)(1) regarding telecommunications facilities. (Applicant City-Initiated Land Use Amendment) (Case File 2018-02 A)

PREPARED BY: Martin Reeder, AICP 

DEPARTMENT: Planning

PHONE: 619-336-4313

APPROVED BY: 

EXPLANATION:

The City Council initiated an amendment on January 16, 2018 related to wireless communication facilities located in the City of National City's ("City") right-of-way. The amendment intends to exempt City-licensed facilities from the Conditional Use Permit (CUP) process.

The changes were prepared and considered by the Planning Commission on February 5, 2018, at which time the Commission voted to recommend denial of the proposed amendment. The attached Background Report describes the changes in detail.

FINANCIAL STATEMENT:

ACCOUNT NO. |

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Not a project per CEQA

ORDINANCE: INTRODUCTION: ☒ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Staff recommends adoption of the Ordinance.

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission recommended denial of the Land Use Code amendment.
Ayes: Baca, DelaPaz, Flores, Sendt, Yamane Noes: Garcia, Quintero

ATTACHMENTS:

- | | |
|--------------------------|---|
| 1. Background Report | 4. Planning Commission Resolution 2018-02 (b) |
| 2. Findings | 5. Ordinance |
| 3. Proposed Code changes | |

BACKGROUND REPORT

Staff Recommendation

Staff recommends that the City Council adopt the Ordinance amending Title 18 (Zoning) of the National City Municipal Code.

History

Several wireless providers have recently expressed interest in locating "small cell" wireless facilities on City-owned utility poles. In order to preserve the City's maximum regulatory authority, the City Manager is seeking authorization and direction from the City Council to negotiate the terms of a Master License to locate "small cell" wireless facilities on City-owned utility poles with wireless providers.

The City Council initiated an amendment on January 16, 2018 related to wireless communication facilities located in the City of National City's ("City") right-of-way. The amendment intends to exempt City-licensed facilities from the Conditional Use Permit (CUP) process.

The Planning Commission held a public hearing on the proposed amendment at their meeting of February 5, 2018 and voted to recommend denial of the Code amendment to the City Council. Details of the discussion is included on page three of this report.

Overview

Section 18.30.220 ("Telecommunications facilities") of the City's Municipal Code regulates the placement and use of wireless telecommunications facilities and antenna installation within the City. This section requires a CUP for all such facilities.

Changes in federal and state law have significantly affected the City's authority to regulate such wireless facilities. These changes include stricter timeframes and limitations on application reviews, new regulatory classifications for collocations and modifications to existing facilities, and even automatic approvals under certain circumstances.

More preemptive changes are on the horizon. Rulemaking proceedings at the Federal Communications Commission (FCC) have proposed to revisit essentially all the existing federal rules with an eye to streamline and accelerate wireless deployments. Closer to home, SB 649 (Hueso) was recently vetoed by Governor Brown. Had it been enacted, Cities would have been required to process specified "small cells" through a ministerial process and to make space on municipal property available to site operators on regulated rates, terms, and conditions.

ATTACHMENT 1

Staff supports a more streamlined process for “small cell” facilities that does not require a CUP. As a substitute to the formal CUP process, the Master License Agreement (MLA) will include standard design and placement guidelines. Streamlining the process for facilities on City-owned utility poles would preserve the City’s discretionary authority to the maximum extent permitted by law and allow the City to respond more quickly to future state or federal preemption.

Proposed Change

Section 18.30.220 subsection “B” of the Municipal Code (Commercial Telecommunications Facilities) currently reads as follows:

18.30.220 - Telecommunications facilities.

B. Commercial Telecommunications Facilities.

1. Telecommunication facilities are subject to a conditional use permit and design review and shall comply with all applicable provisions of this section.

Staff proposes the following language (changes in **bold**):

18.30.220 - Telecommunications facilities.

B. Commercial Telecommunications Facilities.

1. Telecommunication facilities, **except those located in the City right-of-way that are permitted through a City Master License Agreement,** are subject to a conditional use permit and design review and shall comply with all applicable provisions of this section.

This change would allow for “small cell” facilities to be located on City-owned utility poles through the associated MLA, but with added expediency.

Findings

There are two findings for approval, one related to General Plan consistency and one related to compliance with the California Environmental Quality Act (CEQA). Findings for denial, as discussed in the “Planning Commission” section below are also included.

General Plan Conformance

The requested amendment is consistent with the General Plan, as Policy E-3.3 encourages access to wireless internet connections, computers, and other forms of

communication technology. The “small cell” facilities would provide the same internet/cellular data and standard cellphone service capability as major facilities.

CEQA Compliance

This amendment is not considered to be a project under CEQA as each “small cell” facility would be considered a ministerial application, which is exempt from the application of CEQA per Section 21080 of the Public Resources Code, or be individually reviewed under the MLA to determine if additional environmental review would be needed.

Planning Commission

The Planning Commission held a public hearing on the proposed amendment at their meeting of February 5, 2018. Commissioners asked questions related to existing conditions, the MLA process, and the ability to provide input on the pending MLA design regulations. Eight community members spoke in opposition to the amendment, citing concerns related to radio frequency (RF) emissions and ability to regulate the design of the small cell facilities in the future.

Staff provided information on the City’s ability to regulate design and placement of small cell facilities, which would be improved through the MLA program even with the removal of the CUP process. In addition, staff also stated that per the 1996 Telecommunications Act, “no State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission’s [Federal Communications Commission] regulations concerning such emissions.”

After discussion, the Planning Commission voted to recommend denial of the Code amendment to the City Council. The denial was based on the following findings:

- That no special circumstances are applicable that would warrant a bypass of the existing CUP process
- That permitting small cell wireless facilities without a CUP would be a grant of special privileges not consistent with limitations on other land use applications
- That the proposal is not consistent with General Plan goals that seek to prevent intrusion of new incompatible land uses, promote business and employment, and promote smart growth development
- That the CUP process adds value to the City’s decision-making process and should be maintained

- That there is no public necessity afforded by making changes to the existing process

These findings are included in the attached findings for your reference.

Summary

Staff intends the negotiation of a Master License to locate "small cell" wireless facilities on City-owned utility poles to work to preserve the City's discretionary authority to the maximum extent permitted by law and allow the City to respond more quickly to future state or federal preemption. Accordingly, staff recommends that the proposed change to the Land Use Code (LUC) be approved in order to achieve this goal.

Options

1. Adopt the Ordinance amending the LUC based on the attached findings or findings to be determined by the City Council; or
2. Deny the Ordinance amending the LUC based on the attached findings or findings to be determined by the City Council; or,
3. Continue the item to a specific date.

RECOMMENDED FINDINGS FOR APPROVAL

1. That the requested amendment is consistent with the General Plan, as Policy E-3.3 encourages access to wireless internet connections, computers, and other forms of communication technology. The "small cell" facilities would provide internet/cellular data as well as standard cellphone service capability, the same as more major facilities.
2. That the proposed amendment has been reviewed to be in compliance with the California Environmental Quality Act (CEQA); the amendment is not considered to be a project under CEQA as each "small cell" facility would be considered a ministerial application, which is exempt from the application of CEQA per Section 21080 of the Public Resources Code, or be individually reviewed under the MLA to determine if additional environmental review would be needed.

RECOMMENDED FINDINGS FOR DENIAL

1. That no special circumstances are applicable that would warrant a bypass of the existing CUP process.
2. That permitting small cell wireless facilities without a CUP would be a grant of special privileges not consistent with limitations on other land use applications.
3. That the proposal is not consistent with General Plan goals that seek to prevent intrusion of new incompatible land uses, promote business and employment, and promote smart growth development.
4. That the CUP process adds value to the City's decision-making process and should be maintained.
5. That there is no public necessity afforded by making changes to the existing process.

18.30.220 - Telecommunications facilities.

B. Commercial Telecommunications Facilities.

1. Telecommunication facilities excepting those located in the City right-of-way that are permitted through a City Master License Agreement. are subject to a conditional use permit and design review and shall comply with all applicable provisions of this section.

ATTACHMENT 3

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, California, making a finding of no significant environmental effect for the Paradise Creek Water Quality and Community Enhancement project and authorizing the filing of a Notice of Determination

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: [February 20, 2018]

AGENDA ITEM NO. |

ITEM TITLE:

[A Resolution of the City Council of the City of National City, California, making a finding of no significant environmental effect for the Paradise Creek Water Quality and Community Enhancement project and authorizing the filing of a Notice of Determination. (Applicant: City of National City) (Case File No. 2018-04 IS)]

PREPARED BY: [Martin Reeder, AICP]



DEPARTMENT: [Planning]

PHONE: [336-4313]

APPROVED BY: 

EXPLANATION:

[The City is proposing an enhancement program for the segment of Paradise Creek in the northeast corner of the city along Paradise Valley Road where it intersects with East Plaza Blvd. The project involves the construction of a biofiltration basin for the treatment of stormwater runoff, directing it to discharge into the existing storm drain system within Paradise Creek. The biofiltration basin and surrounding area would be landscaped with irrigated, low-maintenance, drought-tolerant plants and include interpretive signage. The City also proposes to construct a new sidewalk along Paradise Valley Road east of East Plaza Blvd. A wooden fence would be installed along the channel to prevent pedestrians from entering.

Staff recommends that the City Council certify the attached Mitigated Negative Declaration (MND) for the Paradise Creek Water Quality and Community Enhancement project.

The attached background report describes the proposal in detail. |

FINANCIAL STATEMENT:

ACCOUNT NO. |

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Mitigated Negative Declaration

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

[Certify the Mitigated Negative Declaration.]

BOARD / COMMISSION RECOMMENDATION:

n/a

ATTACHMENTS:

1. [Background Report]
2. [Resolution]

BACKGROUND REPORT

Staff Recommendation

Staff recommends that the City Council adopt the attached Mitigated Negative Declaration (MND) for the Paradise Creek Water Quality and Community Enhancement project.

Executive Summary

The City is proposing to construct a biofiltration basin for the treatment of stormwater runoff and directing it to discharge into the existing storm drain system within Paradise Creek. The biofiltration basin and surrounding area would be landscaped with irrigated, low-maintenance, drought-tolerant plants and include interpretive signage. The City also proposes to construct a new sidewalk along Paradise Valley Road east of East Plaza Blvd. A wooden fence would be installed along the channel to prevent pedestrians from entering.

Site Characteristics

The project site lies in the northeast corner of the city along Paradise Valley Road where it intersects with East Plaza Blvd. (see Figure 1, Regional Location and Figure 2, Aerial View of Project Site). Most of the project would be developed within the roadway right of way for Paradise Valley Road, although a portion of the project would extend north into undeveloped land west of East Plaza Blvd. The project site is characterized by undeveloped land covered in scattered grasses and sparse shrub-type vegetation (see Figure 2, Aerial View of Project Site). Elevations at the project site range from approximately 145 feet above mean sea level (amsl) on the west end to about 190 feet amsl on the east end. The project site is one of only a few remaining undeveloped parcels of land within the city.

The surrounding area is mostly developed. There are single-family residential developments to the north, east, south, and west. An in-home child care facility is located on the north east corner of Paradise Valley Road and East Plaza Blvd. Approximately 1,000 feet west/southwest of the project site is an elementary school and neighborhood shopping center. South of the project and south of Paradise Valley Road, at the top of a slope is a water tower and spaced rural residential land uses. The boundary between the City of National City and the City of San Diego lies immediately east of the project site. The Paradise Hills Community Park and Recreation Center is located southeast of the project site (see Figure 3, Surrounding Land Use).

Project Description

The proposed project would be funded through phased grant money from the CA Department of Water Resources and the CA State Water Resources Control Board. As such, it would be constructed in two phases.

Phase 1 – Biofiltration Basin (west end of project site): A biofiltration basin would be constructed in the western portion of the proposed project area north of Paradise Valley Road, approximately 500 feet west of East Plaza Blvd. The biofiltration basin would treat stormwater runoff by detaining the runoff for a period less than 120 hours and directing it to discharge into the existing storm drain system within Paradise Creek. At the point where the proposed biofiltration basin would drain into the existing storm drain system, an emergency concrete spillway and storm drain would be constructed.

The proposed biofiltration basin would be constructed adjacent to, and south of, the existing Paradise Creek channel. Where the channel borders the biofiltration basin, the channel would be cleared of existing debris and vegetation. The channel would be lined with a turf reinforcing mat, which would mimic an earthen channel by allowing vegetation to grow through, while protecting the channel from erosion.

At the southwest corner of the proposed project area, immediately south of the proposed spillway, a concrete access road would be constructed to accommodate maintenance vehicles entering the basin. The biofiltration basin and surrounding area would be landscaped with irrigated, low-maintenance, drought-tolerant plants. The existing sidewalk along Paradise Valley Road, south of the proposed project and west of East Plaza Blvd. would not be modified. However, a wooden fence would be constructed to prevent pedestrians from entering the biofiltration basin area. The City anticipates placing at least two interpretive signs that would provide the community with information on improving stormwater quality, including information on the native plant species. At the eastern end of the proposed biofiltration basin, a weir with a riprap lined forebay that would collect trash, vegetation, and other debris during storm events would be constructed.

Phase 2 – Additional Channel Improvements (central and east portions of project site): Upstream (i.e., east and north) of the proposed weir and forebay, riprap would be installed along the channel banks to reduce the level of scour as it exits the existing, upstream, concrete lined channel. The City also proposes to clear the portion of the channel upstream of the proposed biofiltration basin, west of East Plaza Blvd. and north of Paradise Valley Road, of existing vegetation that could obstruct future stormwater flows.

Stormwater currently flows through a culvert under East Plaza Blvd., north of the intersection with Paradise Valley Road. The project would replace the existing 60-inch concrete circular culvert with a 10-foot by 5-foot concrete box culvert to accommodate more stormwater flow under the roadway and reduce the level of flooding along Paradise Valley Road. Riprap would be installed at both the upstream and downstream ends of the culvert. The curbs and sidewalks at both the northwest and northeast

corners of Paradise Valley Road and East Plaza Blvd. would be improved to address connectivity and pedestrian safety concerns, as well as improve the storm drain inlets.

Approximately 400 feet east of East Plaza Blvd., a bioswale would be constructed along the north side of Paradise Valley Road. The bioswale would collect runoff from adjacent roadways and direct the flow westward, under East Plaza Blvd., toward the proposed biofiltration basin. In the existing channel between the bioswale and East Plaza Blvd., the existing vegetation, cobbles, and concrete would be removed and replaced with turf reinforcing mats to mimic an earthen channel. The turf reinforcing mats would allow vegetation to grow through the mats, while protecting the channel from erosion. Riprap would be installed in the channel immediately downstream of the bioswale.

In addition to the water quality improvements, the City proposes to construct a new sidewalk along Paradise Valley Road east of East Plaza Blvd. A wooden fence would be installed along the channel to prevent pedestrians from entering.

California Environmental Quality Act (CEQA)

The City of National City has conducted an Initial Study for the Paradise Creek Water Quality and Community Enhancement Project, which determined that the proposed project could have a significant environmental effect in the area of biological resources. The proposed project has been revised to add specific measures to fully mitigate for the potentially significant impacts. These added measures are part of the proposed project and are described in the Initial Study analysis. The project as revised mitigates the potentially significant environmental effects previously identified, and the preparation of an Environmental Impact Report is not required.

MND analysis and Mitigation Measures

In the CEQA checklist, there are four possible impacts: "Potentially Significant Impact", "Less Than Significant w/Mitigation", "Less Than Significant Impact", and "No Impact". As mentioned above, only the Biological Resources section had potential impacts. Two sections in particular (a. and b.) had checkmarks for "Less Than Significant with Mitigation". Sections a. and b. are as follows:

IV. Biological Resources

Would the project:

- a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

- b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Discussion

a. **LESS THAN SIGNIFICANT WITH MITIGATION.** Otay tarplant (*Deinandra conjugens*) occurs approximately 0.5 mile east of the proposed project area within the City of San Diego Paradise Hills Community Park. Otay tarplant is unlikely to occur in the proposed project area due to the lack of suitable soil and habitat to support the species.

Non-native vegetation and escaped ornamental vegetation within and adjacent to Paradise Creek may provide suitable nesting habitat for migratory birds protected under the federal Migratory Bird Treaty Act (MBTA) and the California Fish and Game Code, which prohibit the take or destruction of migratory birds and raptors, their nests, and/or eggs. The removal of vegetation would occur during construction. Furthermore, noise from construction activities may have the potential to disrupt bird nesting activities if work is conducted during the breeding season (February 15 – August 31). Therefore, the proposed project has the potential to result in impacts on bird species protected under the MBTA. Mitigation measure (MM) **BIO-1** is provided to reduce biological resources impacts to less-than-significant levels.

BIO-1 If construction activities occur between February 15 and August 31, a preconstruction survey (within seven days prior to construction activities) shall be conducted by a qualified biologist approved by the City Planner to determine if active nests are present within or adjacent to the project site in order to avoid the nesting activities of breeding birds/raptors.

If no nesting activities are detected on site or within 300 feet of the proposed work area, construction activities may proceed. If nesting activities are confirmed, construction activities would not be allowed to resume until the qualified biologist determines that the young have fledged and left the nest, until the nest is no longer active, or the biologist determines there is no impact to the nest.

b. **LESS THAN SIGNIFICANT WITH MITIGATION.** No native riparian habitat or sensitive natural communities occur within the proposed project area. However, jurisdictional State and federal waters occur within the proposed project area. The

proposed biofiltration basin and channel improvements are designed to improve the water quality and habitat within the jurisdictional waters. Jurisdictional waters are likely to be impacted during the construction of the biofiltration basin and channel improvements. Temporary and permanent impacts to 0.19 acre of jurisdictional waters are likely during construction and ongoing maintenance. If necessary, USACE and RWQCB Clean Water Act permits and CDFW 1602 Lake and Streambed Alteration Agreement would be obtained prior to construction. MM **BIO-2** is provided to reduce biological resources impacts to less-than-significant levels. Implementation of the proposed project would not result in temporary or permanent impacts to any sensitive natural communities.

BIO-2 Prior to project approval, the project contractor would provide the City proof of notification of the USACE and RWQCB regarding Clean Water Act Section 404/401 Permits, or evidence that such notification is not required. The project contractor would also provide proof to the City of a 1602 Lake and Streambed Alteration Agreement with the CDFW, or proof that such an agreement is not required.

Public Noticing

The City established a 30-day public review and comment period from December 15, 2017 to January 15, 2018. During this period, the CEQA checklist (Initial Study) was available for review. A Notice of Intent (NOI) for the MND was posted in three locations at City Hall and at the National City Public Library.

Comments

The NOI elicited comments from two agencies, California State Clearinghouse (SCH) and the Native American Heritage Commission (NAHC). SCH comments referred to the fact that the public notice was received outside of the published window. However, comments were still accepted, even though the window had ended, and were incorporated into the Final MND. NAHC comments referred to required notifications and measures related to the finding of cultural resources during grading and/or construction activities.

A Mitigation Monitoring and Reporting Program (MMRP) is included with the MND to ensure that all potential impacts from the project to surrounding areas will be mitigated to a level of less than significance. The MMRP includes the two **BIO** measures discussed above and also contains a mitigation measure address comments by the NAHC. It refers to General Plan Policy OS-8.8, which states as follows:

General Plan Policy OS-8.8: Require monitoring for sub-surface cultural and paleontological resources during grading and construction activities for all development projects.

Required findings

1. That the project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory.

With implementation of mitigation measures, the proposed project would not have the potential to degrade the quality of the environment. Project construction could result in impacts to birds protected under the MBTA. However, with incorporation of Mitigation Measure BIO-1, this impact would be reduced to a less than significant level. Further, jurisdictional State and federal waters occur within the proposed project area. Mitigation Measure BIO-2 requires coordination with the appropriate regulatory agencies and will reduce biological resources impacts to less-than-significant levels. Given the cultural sensitivity of the area, close proximity to an existing riparian drainage area, and undeveloped nature of the site, there is the potential for unknown, subsurface archaeological, tribal, and paleontological resources to occur onsite. Project construction activities could disturb these resources, potentially resulting in a significant impact. However, with compliance with General Plan policies OS-8-8 and OS-8-9, potentially significant impacts on unknown archaeological, tribal, and paleontological resources would be reduced to a less-than-significant level.

2. That the project does not have impacts that are individually limited but cumulatively considerable.

Implementation of the proposed project would not result in individually limited, but cumulatively considerable significant impacts. Construction of the Phase 2 of the proposed project and future construction of three other projects within one mile could overlap. All resource topics associated with the project have been analyzed in accordance with CEQA and the State CEQA Guidelines and were found to pose no impacts, less-than-significant impacts, or less than significant Paradise Creek Water Quality and Community Enhancement impacts with mitigation. In addition, taken in sum with other projects in the area, the scale of the proposed project is small and impacts to any environmental resource or issue areas would not be cumulatively considerable.

3. That the project does not have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly.

The proposed stormwater improvements project would not consist of any uses or activities that would negatively affect persons in the vicinity, such as the adjacent in-home daycare or nearby residences. Compliance with existing regulations related to air quality and noise would minimize impacts during construction. In addition, all resource topics associated with the project have been analyzed in accordance with CEQA and the State CEQA Guidelines and found to pose no impact, a less than significant impact, or a less than significant impact with mitigation. Consequently, the project would not result in any environmental effects that would cause substantial adverse effects on human beings directly or indirectly.

4. That although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on the attached Mitigation Monitoring and Reporting Program have been added to the project.

Summary

The City is proposing to enhance the existing Paradise Creek drainage system located along Paradise Valley Road where it intersects with East Plaza Blvd. The project would construct a biofiltration basin for the treatment of stormwater runoff through the system. An Initial Study prepared for the project has demonstrated that there would be a less than significant impact on biological resources with mitigation.

Document Availability

The MND, response to comments, and MMRP are available for review on the City's website on the Planning Department page (<http://www.nationalcityca.gov/city-government/planning/upcoming-public-hearings>).

OPTIONS

1. Adopt the Mitigated Negative Declaration based on information contained in the Initial Study, based on attached findings, or
2. File the report; or,
3. Continue the item in order to obtain additional information.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing various Fiscal Year 2018 mid-year budget adjustments. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 20, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing various fiscal year 2018 mid-year budget adjustments.

PREPARED BY: Janel Pehau, Finance Analyst

PHONE: 619-336-4246

DEPARTMENT: Finance

APPROVED BY: Mark Ralento

EXPLANATION:

See attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO.

See attached staff report.

APPROVED: Mark Ralento

FINANCE

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Accept the staff report and adopt the resolution authorizing fiscal year 2018 mid-year budget adjustments.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Staff report
2. Resolution



City Council Staff Report

February 20, 2018

ITEM

Staff Report: Fiscal Year 2018 Mid-Year Budget Review

BACKGROUND

Consistent with the Strategic Plan objective of fiscal transparency, this second quarter budget status report provides a mid-year review of the City's General Fund operating budget. A first quarter status report was presented on December 19, 2017. The purpose of this report is to review the financial results of the activities of the first half of the current fiscal year and provide revised projections of revenues and expenditures through the end of the fiscal year. In addition, the report recommends various budget adjustments.

DISCUSSION

First Half of Fiscal Year 2017

The adopted fiscal year 2018 budget for the General Fund includes the City Council-authorized use of \$4.5 million of unassigned fund balance for capital projects and operations. Purchase orders carried forward from fiscal year 2017 resulted in a \$0.2 million commitment of unassigned fund balance. The use of an additional \$0.5 million of unassigned fund balance was authorized by Council subsequent to budget adoption in order to make the first year's Energy Project debt service payments and fund the first year of the Five-Year Economic Development Plan. Combined, these three actions result in an adjusted budget use of unassigned fund balance of \$5.2 million. Based on actual revenues and expenditures through December 31, 2017 and expected activities through fiscal year-end, the anticipated use of unassigned fund balance is projected to be approximately \$3.9 million, \$1.3 million less than the adjusted budgeted. The following sections of this report will discuss the significant factors leading to the variance.

Revenues

For fiscal year 2018, General Fund revenues are expected to be greater than amounts budgeted by \$0.8 million. The General Fund's primary sources of revenue are the sales and use tax, the district transactions and use tax, property tax in lieu of vehicle license fees, and property taxes. The table below compares revenues realized through the mid-point of this fiscal year to the mid-

point of last fiscal year. It is followed by a table that compares projected actual revenues for Fiscal year 2018 to those budgeted.

Mid-Year Revenue Comparison

GENERAL FUND REVENUES AS OF DECEMBER 31 ST			
<u>Revenue Category</u>	<u>FY 18</u>	<u>FY 17</u>	<u>Difference</u>
Sales & Use Tax	\$6,322,315	\$6,307,170	\$15,145
District Transactions & Use Tax	3,978,559	3,879,072	99,487
Property Tax ¹	835,816	779,950	55,866
Property Tax in Lieu of VLF ²	-	-	
Other Revenue	9,289,160	4,003,889	5,285,271
Total	\$20,425,851	\$14,970,082	\$5,445,769

¹ Reflects reduction for property tax allocation to the Library and Parks Maintenance funds

² VLF – vehicle license fees

During the first six months of the current fiscal year, General Fund revenues totaled \$20.7 million, approximately \$5.4 million more than the same period last year. Significant factors in the year to year difference include the following:

- Sales & use tax receipts and the City’s district transactions & use tax revenues were just above those received for the same period of the prior fiscal year. The building & construction sector, as well as business and industry, fuel & service stations, and restaurants & hotels have been steady or strong overall, but autos & transportation, and general consumer goods have not performed as well as expected.
- “Other revenue” comprises all of the other revenues received by the General Fund that are not specifically identified in this table. These revenues were \$5.3 million higher during the first half of the year compared to last year’s first half, primarily due to the receipt of \$5.4 million in bond proceeds for the financing of the Energy Services Agreement with Ameresco. All other accounts in this category are down overall by \$0.1 million. As to be expected, some of the accounts are ahead of last year’s amounts and some are behind depending upon the nature of the funding source and variations that occur from year to year in the timing of receipts.

While no amounts are reflected in the table above for property tax in lieu of vehicle license fees (“VLF”) revenue, it is included in this table because it is a significant funding source for the City. These revenues are distributed to the City, in accordance with State statutes, by the County of San Diego in two equal installments, the first of which is paid in January and the second in May. See the table below and related discussion regarding the amount of revenue anticipated from this source for this fiscal year.

Fiscal Year-End Revenue Projections

GENERAL FUND REVENUES FISCAL YEAR 2018

<u>Revenue Category</u>	<u>Projected</u>	<u>Adjusted Budget ¹</u>	<u>Projected Balance</u>	<u>% Variance</u>
Sales & Use Tax	\$18,274,000	\$18,627,564	\$(353,564)	(1.9)%
District Transactions & Use Tax	11,345,000	11,507,650	(162,650)	(1.4)%
Property Tax ²	2,139,238	2,089,761	49,477	2.4%
Property Tax in Lieu of VLF	6,393,152	6,220,229	172,923	2.8%
Other Revenue	25,879,467	24,826,427	1,053,040	4.2%
Total	\$64,030,857	\$63,271,631	\$759,226	1.2%

¹ Adopted budget total, plus budget amendments and an adjustment of \$4.7 to Other Revenue to balance revenues to appropriations for the revenue offset WI-TOD capital improvement project that was carried forward from FY 2017.

² Reflects reduction for property tax allocation to the Library and Parks Maintenance funds

The above table provides a projection of General Fund revenues for all of fiscal year 2018 and compares them to the adjusted budget. As noted above, General Fund revenues are expected to exceed the adjusted budget by approximately \$0.8 million overall. This estimate is based upon year-to-date and historical data, input from the City's sales tax consultant, and information obtained from the State of California and County of San Diego. Significant elements of the expected overall positive variance include:

- Both sales & use tax and the district transaction & use tax are expected to exceed actuals for last fiscal year, but are projected to be below budgeted amounts by a combined \$0.5 million for the current year;
- Property tax in lieu of VLF revenues will exceed the budgeted amount by \$.2 million as a result of stronger than anticipated growth in assessed property values for the City;
- Other revenues will exceed the budgeted total by \$1.1 million, which is attributable to a combination of projected positive and negative variances in the many individual accounts with the most significant ones noted below:
 - overtime reimbursements from the state and federal governments for the Fire Department's assistance in fighting wildfires throughout the State during the first half of this fiscal year: +\$0.8 million;
 - anticipated additional plan check and inspection services fees: +\$0.2 million
 - property tax pass-through payments from the Successor Agency: +\$0.1 million;
 - transient lodging tax revenue: +\$0.1 million; and
 - Successor Agency residual balance distributions: -\$0.3 million as a result of obligations that arose in the preparation of ROPS 18-19 that will reduce the amount of residual property tax available to the City and other affected taxing entities.

Expenditures

Expenditure totals at year-end are expected to be under budget by \$0.6 million. The table below compares expenditures through the mid-point of this fiscal year to the mid-point of last fiscal year. It is followed by a table that compares projected actual expenditures for Fiscal year 2018 to those budgeted.

Mid-Year Expenditure Comparison

GENERAL FUND
EXPENDITURES
AS OF DECEMBER 31ST

<u>Expenditure Category</u>	<u>FY 18</u>	<u>FY 17</u>	<u>Difference</u>
Personnel Services	\$19,201,867	\$16,112,148	\$3,089,719
Maintenance & Operations	2,195,354	2,370,367	(175,012)
Capital Outlay	39,528	151,140	(111,612)
Capital Improvement Program	1,914,750	1,604,782	309,968
Internal Service Charges	3,337,302	3,668,872	(331,570)
Other Expenditures	70,141	143,611	(73,470)
Total	<u>\$26,758,942</u>	<u>\$24,050,920</u>	<u>\$2,708,023</u>

As of December 31, 2017, General Fund expenditures totaled \$26.8 million, exceeding those at the same point last fiscal year by \$2.7 million. Significant factors in the year-to-year difference include the following:

- Personnel costs are higher than fiscal year 2017's at the same point, due to the General Fund's \$4.3 million share of the lump-sum prepayment for the unfunded actuarial accrued liability ("UAAL") portion of the City's annual pension contribution. Effective beginning fiscal year 2018, CalPERS requires the UAAL contribution, whether prepaid or paid monthly, to be paid as a fixed dollar amount rather than as a percentage of payroll, the method by which monthly contributions had been calculated and paid previously. By choosing the annual prepayment option, the City will recognize a budgetary savings of \$0.2 million. Setting aside retirement plan expenditures, all other personnel related expenditures for the first quarter were \$0.8 million greater than the previous year's first quarter, primarily due to compensation increases and overtime charges.
- The expenditure differences shown in all other accounts are primarily the result of timing differences from one year to the next of costs being incurred in the course of the City carrying out its various service responsibilities and capital projects.

The table below provides a projection of General Fund expenditures for all of fiscal year 2018 and compares them to the adjusted budget. As noted above, General Fund expenditures are expected to be less than the adjusted budget by approximately \$0.6 million overall.

Fiscal Year-End Expenditure Projections

GENERAL FUND EXPENDITURES FISCAL YEAR 2018

<u>Expenditure Category</u>	<u>Projected</u>	<u>Adjusted Budget ¹</u>	<u>Projected Balance</u>	<u>% Variance</u>
Personnel Services	\$36,370,452	\$37,300,352	929,900	2.5%
Maintenance & Operations	6,770,728	6,406,456	(364,272)	(5.7%)
Capital Outlay	137,594	137,594	-	0.0%
Capital Improvements	15,987,489	15,987,489	-	0.0%
Internal Service Charges	8,031,978	8,031,978	-	0.0%
Other Expenditures	627,845	627,845	-	0.0%
Total	<u>\$67,926,086</u>	<u>\$68,491,715</u>	<u>\$565,629</u>	<u>0.8%</u>

¹ adopted budget total, plus budget amendments, and encumbrances and capital projects appropriations carried forward from previous fiscal year(s)

- While, as discussed above, personnel costs for the first half of the year are greater than for the same period of the previous year, the savings of approximately \$0.9 million shown in the above table is primarily a combination of anticipated savings in full time salaries and associated health insurance and retirement contributions resulting from vacant authorized positions, and anticipated expenditures for overtime exceeding budgeted amounts, largely due to the Fire Department's assistance in battling wildfires throughout the State. These unanticipated overtime expenses are addressed in the "Budget Adjustments" section below.
- The projected negative balance in maintenance & operations of \$0.4 million is a combination of anticipated savings in various accounts offset by unanticipated expenses in others. These unanticipated expenses are addressed in the "Budget Adjustments" section below.
- Expenditures for capital outlay and capital improvements are being projected as being entirely spent because none of the current projects are expected to yield any savings from the amounts budgeted. It is likely, however, that some portion of the current year's budget will be carried over to next fiscal year.

Staff will continue to monitor all expenses and provide revised projections in the third quarter budget status report.

Transfers In/Out

While technically not revenues and expenditures (and, hence, not shown above), transfers in and out of the General Fund contribute to fund balance increases and decreases, respectively. Neither transfers in nor transfers out is expected to deviate from its budgeted total.

Net Impact on Unassigned Fund Balance

As discussed above, the General Fund is expected to realize more revenues than budgeted and spend less overall than budgeted. The combination of the two will result in the use of a lesser amount of unassigned fund balance than reflected in the adjusted budget. As noted earlier, the adjusted budget reflects a use of \$5.2 million in unassigned fund balance. Combining the above revenue and expenditure projections with expected transfers in and out results in an anticipated decrease of \$1.3 million in the use of unassigned fund balance. (See the “Variance” column in the table below.) As a result, the use of unassigned fund balance for the fiscal year is projected to total \$3.9 million.

GENERAL FUND IMPACT ON UNASSIGNED FUND BALANCE FISCAL YEAR 2018

	<u>Projected</u>	<u>Adjusted Budget</u>	<u>Balance</u>
Revenue	\$ 64,030,857	\$ 63,271,631	\$ 759,226
Transfers In	255,500	255,500	-
Total Revenue & Transfers In	\$ 64,286,357	\$ 63,527,131	\$ 759,226
Expenditures	(\$67,926,086)	(\$68,491,715)	\$ 565,629
Transfers Out	(3,443,656)	(3,443,656)	-
Total Expenditures & Transfers Out	(\$ 71,369,742)	(\$71,935,371)	\$ 565,629
Unassigned Fund Balance			\$1,324,855

BUDGET ADJUSTMENTS

During the mid-year budget review process, the Department of Finance identified budget adjustments necessary due to expenses unanticipated during the annual budgeting process. In addition, departments have been afforded the opportunity to submit supplemental appropriation requests based upon actual or projected budgetary requirements not anticipated during the annual budgeting process and to request other budget adjustments. The attached schedule reflects the recommended and requested adjustments. The recommendations below provide a summary of those adjustments by account group and fund.

RECOMMENDATIONS

Authorize the City Manager to approve budget adjustments up to the following amounts:

- General Fund

Expenditures

- \$576,695 Personnel
- \$528,927 Maintenance & Operations
- \$17,200 Capital Outlay
- \$20,000 Capital Improvements
- \$93,441 Transfers to Other Funds

Revenues

- \$789,622 Other Revenue

- Facilities Maintenance Fund

Expenditures

- \$93,441 Maintenance & Operations

Revenues

- \$93,441 Transfers from Other Funds

- Vehicle Replacement Fund

Expenditures

- \$4,163 Automotive Equipment

- Plan Check Revolving Fund

Expenditures

- \$1,363 Transfers to Other Funds

FISCAL IMPACT

The recommended General Fund budget adjustments have been reflected in the projections of total revenues and expenditures to fiscal year end. If approved, they will result in additional appropriations of \$1,236,263 offset by revenues of \$789,622.

ATTACHMENTS

Attachment 1 – Supplemental Appropriation Requests

Attachment 2 – Resolution

SUPPLEMENTAL APPROPRIATION REQUESTS

Fiscal Year 2018

	Department	Appropriation Account	Appropriation Amount	Revenue Account if Applicable	Revenue Amount	Net Use of Fund Balance
General Fund (001)						
1	Building	Professional Services	180,000	Building Permits, Plan Checking Fees	180,000	-
	Additional appropriations are needed to meet estimated plan check and building inspection services. The costs will be offset by revenues.					
2	Building	Printing & Binding	15,000			15,000
	Additional funds are needed to meet the estimated costs of scanning plans and records.					
3	City Clerk	Governmental Purposes	65,000			65,000
	Two Citizen Initiatives have been submitted and are being processed for inclusion with the Statewide June Election. According to the Registrar of Voters, the estimated cost to the City for a June election is \$50,000 to \$70,000.					
4	Community Services	Contract Services	14,000			14,000
	In FY17 Council appropriated \$34,170 for summer programs at the National City Aquatic Center. \$6,130 of that amount was spent in July (FY 18). This adjustment would allow the unspent portion (\$6,130) of the funds authorized in FY 17 to be carried over to FY 18. In addition, this adjustment would provide funds to pay for \$7,870 in unanticipated EXOS staffing costs at Las Palmas Pool as a result of the pool heater being broken.					
5	Engineering & Public Works	Contract Services	170,000			170,000
	The Cities of National City and Chula Vista and the County of San Diego are parties to a cooperative agreement related to the maintenance of the Sweetwater Channel Levee System. The County has the lead to maintain the system and the costs are shared by the three agencies in proportion to the percentage of the system lying within their respective jurisdictional boundaries. In December, the County sent a letter to the City indicating that the City's share of the maintenance costs for fiscal year 2016 was \$55,241. In addition, the letter described the process and costs incurred to provide the necessary accreditation documentation to the Federal Emergency Management Agency (FEMA) to confirm that the System is still protecting the communities against the 100-year flood frequency event. The City's share of that cost is \$113,460. Neither of these costs was anticipated in the fiscal year 2018 budget.					
6	Fire	Overtime	525,558	Overtime Reimbursements	525,558	-
7	Fire	Workers' Comp	51,137	Overtime Reimbursements	51,137	-
8	Fire	Materials & Supplies	32,927	Refunds & Reimbursements	32,927	-
	The Fire department provided assistance in fighting the many wildfires that occurred in various portions of the State during the first half of the fiscal year. Additional appropriations totaling \$609,622 are needed to cover overtime expenses and related workers' compensation and travel expenses. These costs will be revenue offset.					

SUPPLEMENTAL APPROPRIATION REQUESTS

Fiscal Year 2018

9	Fire	Janitorial Supplies	1,000	1,000
Additional appropriations are needed for janitorial supplies at Fire Station #33.				
10	Fire	Medical Supplies	1,000	1,000
Additional appropriations are needed for medical supplies for all fire stations.				
11	Fire	Training Equipment	17,200	17,200
The additional appropriations will enable the installation of an interactive display system at Station #34 to be used for training and Emergency Operations Center (EOC) purposes.				
12	Non- Departmental	CIP - Fire Station 33	20,000	20,000
Additional appropriations are needed to install a station dispatch alerting system for Fire Station #33.				
13	Non- Departmental	Professional Services	50,000	50,000
The additional appropriations will be used to enter into an agreement with an outside labor attorney for the upcoming labor negotiations with FFA and MEA.				
14	Non- Departmental	Transfers to Other Funds	38,441	38,441
The build out of Fire Station #33 has required the installation of unanticipated additional equipment, including such items as exterior lights, door hardware panic bar, an air conditioning unit, and a back up generator. These appropriations are needed in order to reimburse the Facilities Maintenance Fund for the unbudgeted costs.				
15	Non- Departmental	Transfers to Other Funds	55,000	55,000
These appropriations are needed to reimburse the Facilities Maintenance Fund for the cost of the unanticipated repair of the fire sprinkler system at the Martin Luther King building.				

Total General Fund	<u>1,236,263</u>	<u>789,622</u>	<u>446,641</u>
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Facilities Maintenance Fund (626)

16	Engineering & Public Works	R&M Buildings & Structures	21,000	Transfers from Other Funds	21,000	-
17	Engineering & Public Works	Contract Services	17,441	Transfers from Other Funds	17,441	-
18	Engineering & Public Works	Contract Services	55,000	Transfers from Other Funds	55,000	-
The additional appropriations identified above will be used to pay for the requirements described in items 14 and 15 above. The funding source is the General Fund.						

Total Facilities Maint Fund	<u>93,441</u>	<u>93,441</u>	-
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SUPPLEMENTAL APPROPRIATION REQUESTS
Fiscal Year 2018

Vehicle Replacement Fund (644)

19	Fire Department	Automotive Equipment	4,163	-	4,163
<p>These additional appropriations are needed to cover the cost of extra build-out items for a Fire Battalion Chief vehicle. The funding source is fund balance in the Vehicle Replacement Fund.</p>					
Total Vehicle Replacement Fund			<u>4,163</u>		<u>4,163</u>

Plan Checking Revolving Fund (120)

20	Building	Transfers to Other Funds	1,363	-	1,363
<p>The adopted budget for FY 18 authorized the transfer of \$250,000 to the General Fund from the Plan Check Revolving Fund to close out the fund. The actual available balance at the end of FY 17 was \$251,363. This budget adjustment will enable the remaining balance to be transferred to the General Fund.</p>					
Total Plan Checking Revolving Fund			<u>1,363</u>		<u>1,363</u>

The following page(s) contain the backup material for Agenda Item: Continued Item - Temporary Use Permit - Wavetec requesting a ninety day extension to use the lot located at 1918 Cleveland Avenue to complete restoration on a 43 ft. sailboat from January 1, 2018 thru March 30, 2018 with no waiver of fees. (Neighborhood

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 20, 2018

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit – Wavetec requesting a ninety day extension to use the lot located at 1918 Cleveland Avenue to complete restoration on a 43 ft. sailboat from January 1, 2018 thru March 30, 2018 with no waiver of fees.

PREPARED BY: Dionisia Trejo

PHONE: (619) 336-4255

DEPARTMENT: Neighborhood Services Department

APPROVED BY: 

EXPLANATION:

This is a (90) ninety day Temporary Use Permit extension request from Wavetec to use the lot located at 1918 Cleveland Avenue to complete restoration of a 43 ft. sailboat from January 1, 2018 thru March 30, 2018. The applicant did have a prior Temporary Use Permit which was approved by City Council for the time period of October 3, 2017 thru December 31, 2017. The boat restoration is currently not complete; interior head, galley and helm stations are in working process waiting on ordered materials. Once completed the boat will be relocated to Pier 32 for permanent slip location.

The use of this parcel for boat repair is not allowed in this zone. Therefore a Temporary Use Permit is required and the current request for an extension is due to the expired prior TUP.

Note: First Temporary Use Permit was approved by Council on October 3, 2017 with no waiver of fees.

FINANCIAL STATEMENT:

ACCOUNT NO. |

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

City fee of \$237.00 for processing the TUP through various City Departments.

Total Fees \$237.00 |

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

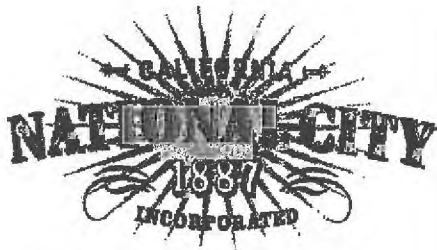
Review the Application for a Temporary Use Permit subject to compliance with all conditions and with no waiver of fees or in accordance to City Council Policy 802. |

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommendations and conditions. |



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- ☐ Fair/Festival ☐ Parade/March ☐ Walk or Run ☐ Concert/Performance
☐ TUP ☐ Sporting Event ☒ Other (specify) Temp. Storage of 43' sailboat

Event Name & Location

Event Title Extension of approved T.U.P. for 90 days

Event Location (list all sites being requested) 1918 Cleveland ave. National City

Event Times

Set-Up Starts

Date Jan 1, 2018 Time 7am Day of Week Monday

Event Starts

Date Jan 1, 2018 Time 7am Day of Week Monday

Event Ends

Date March 30th 2018 Time 3pm Day of Week Friday

Breakdown Ends

Date March 30th 2018 Time 3pm Day of Week Friday

RECEIVED

JAN 08 2018

Neighborhood Services Department
City of National City

Applicant Information

Applicant (Your name) Paul Ralph Sponsoring Organization WaveTec

Event Coordinator (if different from applicant) _____

Mailing Address 1625 Cleveland Ave. National City, CA 91950

Day Phone 619 370 7444 After Hours Phone 619 370 7444 Cell 619 370 7444

Public Information Phone 619 370 7444 E-mail Paul@yyking.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: _____ Date 1/4/2018

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☐ No ☒

Are admission, entry, vendor or participant fees required? Yes ☐ No ☒

If YES, please explain the purpose and provide amount (s):

\$ 0 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 0 Estimated Expenses for this event.

\$ 0 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

☐ First time event ☒ Returning Event ☐ include site map with application

Note that this description may be published in our City Public Special Events Calendar.

Sailboat restoration not complete, interior head, galley
and helm stations in working process but waiting
on ordered materials to complete. Estimated
completion time once all materials received
is 30-45 days.

Estimated Attendance

Anticipated # of Participants: 2 Anticipated # of Spectators: none

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): None required

Date and time of street closure: N/A Date and time of street reopening: N/A

☐ Other (explain) _____

Requesting to post "no parking" notices? Yes ☐ No ☒

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):

☒ Other (explain) This request does not involve traffic or parking coordination, all work being done on private property.

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: Because this is an ongoing extension request of a preapproved TWP Past performance reflects no requirements for Security.

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ No ☒ If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as an additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes ☐ No ☒ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☐ No ☒ First aid/CPR certified? Yes ☐ No ☐

☐ First aid station to be staffed by professional company. ▶ Company _____

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

Accessibility is through existing gate and is located off city property.

Elements of your Event

Setting up a stage? Yes ☐ No ☒

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ▶ _____ (Dimensions)

Setting up canopies or tents?

One # of canopies size 40'x 12' currently erected.

0 # of tents size _____

☐ No canopies/tents being set up

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

0 # of tables ☐ No tables being set up

0 # of chairs ☐ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables ☐ No tables being set up

_____ # of chairs ☐ No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

☐ Sporting Equipment (explain) _____

☒ Other (explain) The equipment is in place - it is the current canopy described in section "Elements of your event".

☐ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☐ No ☒

☐ PA System for announcements ☐ CD player or DJ music

☐ Live Music ▶ ☐ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band

☐ Other (explain) _____

If using live music or a DJ. ▶ Contractor Name _____

▶ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes ☐ No ☒

☐ Bringing in own lighting equipment

☐ Using professional lighting company ▶ Company Name _____

Address City/State Phone Number

Using electrical power? Yes ☒ No ☐

☒ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration

☐ Bringing in generator(s) ☐ For sound and/or lighting ☐ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes ☐ No ☒

☐ Vendors preparing food on-site ▶ # _____ ▶ Business License # _____

If yes, please describe how food will be served and/or prepared: _____

If you intend to cook food in the event area please specify the method:

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): _____

☐ Vendors bringing pre-packaged food ▶ # _____ ▶ Business License # _____

☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # _____

☐ Vendors selling food # _____ ▶ Business License #(s) _____

☐ Vendors selling merchandise # _____ ▶ Business License #(s) _____

☐ Food/beverages to be handled by organization; no outside vendors

☐ Vendors selling services # _____ ▶ Business License #(s) _____

▶ Explain services _____

☐ Vendors passing out information only (no business license needed) # _____

▶ Explain type(s) of information _____

☐ No selling or informational vendors at event

Having children activities? Yes ☐ No ☒

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

☐ Inflatable bouncer house # _____ ☐ Rock climbing wall Height _____

☐ Inflatable bouncer slide # _____ ☐ Arts & crafts (i.e., craft making, face painting, etc.)

☐ Other _____

Having fireworks or aerial display? Yes ☐ No ☒

☐ Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/\$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00

Arranging for media coverage? Yes ☐ No ☒

☐ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☐ No ☒

☐ Yes, we will post signage # _____ Dimensions _____

☐ Yes, having inflatable signage # _____ ▶ (complete Inflatable Signage Request form)

☐ Yes, we will have banners # _____

☐ What will signs/banners say? _____

☐ How will signs/banners be anchored or mounted? _____

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☐ No ☒

If yes, please identify the following:

▶ Total number of portable toilets: _____

▶ Total number of ADA accessible portable toilets: _____

☐ Contracting with portable toilet vendor. ▶ _____

▶ Load-in Day & Time _____ ▶ Load-out Day & Time _____

☐ Portable toilets to be serviced. ▶ Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☒ Yes, will set up the day before the event. ▶ # of set-up day(s) one day

☐ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☒ No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

- ☐ City to install litter fence
- ☐ Applicant to install litter fence
- ☒ N/A

Breaking down set-up the day after the event?

- ☐ Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) _____

☒ No, breakdown will occur on the event day. *The event "TUP" will be broken down the day the sailboat is removed. on or before March 30th 2018.*

- ☐ Using City crews

☒ Using volunteer clean-up crew during and after event. *Self cleanup - Paul Ralph*

- ☐ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

The existing preperformed TUP period has not adversely affected the public, other businesses or pedestrians. Property owner Paul Ralph has appreciated the council's first approval and requests this extension to complete project before putting sailboat at pier 32 slip.

Please make a copy of this application for your records.
We do not provide copies.



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event:	<u>Extension to Complete 43' Sailboat for launch date.</u>		
Event Address:	<u>1918 Cleveland ave.</u>	Expected # of Attendees:	<u>2</u>
Event Host/Coordinator:	<u>Pam / Ralph</u>	Phone Number:	<u>619 370 7444</u>

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>2 Two trash cans</u>	X		
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>1 we have one blue recycle plastic can on site.</u>	X		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets) <u>1918 Cleveland ave. facility or property has a bathroom.</u>		X	
Do all storm drains have screens to temporarily protect trash and debris from entering? <u>property has proper drainage - protection.</u>	X		
Are spill cleanup kits readily available at designated spots? <u>There is one spill kit in the warehouse on property should a spill of any kind require clean-up.</u>	X		

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: Paul Ralph - Private Citizen
Person in Charge of Activity: Paul Ralph
Address: 1625 Cleveland Ave, National City, CA 91950
Telephone: 619 370 7444 Date(s) of Use: Jan 1 - March 30 2018

HOLD HARMLESS AGREEMENT

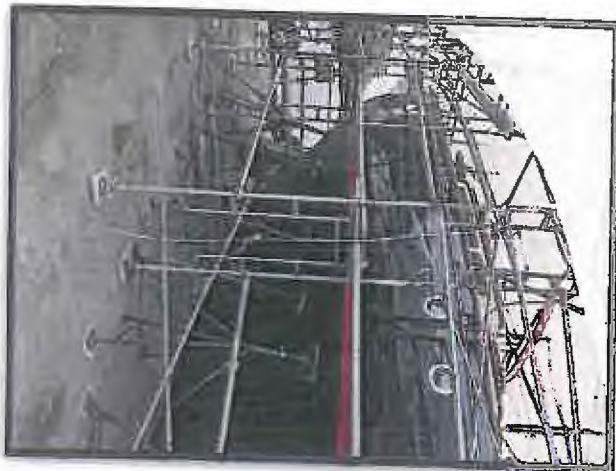
As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: _____

Official Title: Paul William Ralph Date: Jan 4th, 2018

For Office Use Only

Certificate of Insurance Approved _____ Date _____



**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: Wavetec

EVENT: Extension Request Complete 43' Sailboat for Launch Date

DATE OF EVENT: January 1, 2018 thru March 30, 2018

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS []
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
NEIGHBORHOOD SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
CODE ENFORCEMENT	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

Building

No comments

Planning

The Planning Department has concerns with extending a Temporary Use Permit (TUP) already approved for 90 days. NCMC section 15.60.040 – Duration – specifies a typical expiration date of a Class A TUP as 10 days, or as limited by the City Council. While the Department is not averse to an additional 90-day extension in this case, any additional extensions beyond this would be a more long-term use, therefore, not consistent with the spirit and intent of section 15.60 – Temporary Use Permits. If this extension is approved, the applicant shall proceed with sufficient alacrity as to complete the tasks necessary to remove the boat from the property within 90 days of the TUP extension.

Engineering

No comments

POLICE DEPARTMENT

This process will not impact patrol services. On duty personnel **will** be made aware of the move.

PUBLIC WORKS (619)366-4580

No involvement

FINANCE

No comments

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officers, officials, employees, agents, and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

COMMUNITY SERVICES

No involvement

NEIGHBORHOOD SERVICES

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, "No Parking" signs being posted, music at the event, etc.

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above captioned application for the issuance of a Temporary Use Permit. In as much as the event will held solely on private property there will be no additional insurance requirements necessary for the issuance of the permit.

It should be noted that the Hold Harmless and Indemnification Agreement were properly executed by the applicant at the time the Special Event Application was submitted.

CODE ENFORCEMENT

No work shall be conducted on or at the boat on Sundays. Monday – Saturday work hours shall only occur 7 a.m. – 7 p.m.

The use of this parcel for boat repair is not allowed in this zone. Therefore, a Temporary Use Permit is required.

This boat must be removed from the premises no later than March 30, 2018.

FIRE (619) 336-4550

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to and in and through all parking lots is to be maintained at all times.
- 2) Fire Hydrants and Fire Department connections for fire sprinkler systems shall not be blocked or obstructed.
- 3) If tents or canopies are used, contact the Fire Dept. for permits, see below
- 4) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. *Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.* Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable. A permit for the projected canopies/tents shall be four hundred (\$400.00) dollars. Fees can only be waived by City Council.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$250.00
501 – 600 sf -	\$300.00
601 – 700 sf -	\$400.00

Tents:

0 – 200 sf -	\$200.00
201 – (+) sf -	\$400.00

- 5) If work extends what is listed on the TUP the Fire Dept. will need to be contacted for possible TUP modifications. As well as the County of San Diego Hazmat Division.
- 6) If any hazardous work starts, including fiber glassing, hot work painting, etc. All related California Fire and NFPA Codes will need to be met and the Fire Dept. must be contacted to issue required permits.

The following page(s) contain the backup material for Agenda Item: Continued Item - Request for Direction regarding City Council Priorities for the City of National City's Fiscal Year 2019 Budget. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 20, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Request for direction regarding City Council priorities for the City of National City's fiscal year 2019 budget (continuation).

PREPARED BY: Mark Roberts, Director of Finance

PHONE: 619-336-4330

DEPARTMENT: Finance

APPROVED BY: Mark Roberts

EXPLANATION:

At the regular scheduled City Council meeting of February 6, 2018, staff presented the Council with the statuses of the priorities of the fiscal year 2018 budget and staff-identified priorities for the fiscal year 2019 budget. During discussion, Councilmembers expressed general support of the staff-identified priorities for fiscal year 2019, while speaking specifically to some. At this time, to assist with the development of a preliminary budget for fiscal year 2019 and the establishment of related operational goals, staff seeks formal direction from the City Council on the priorities identified by staff and the additional priorities discussed by the City Council. A list of the priorities for consideration are included as an attachment. It should be noted that many of the staff-identified priorities are continuations of efforts underway in the current year and, as such, staff looks to the City Council regarding whether the actions being taken or planned to be taken are consistent with the objectives of the City Council.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: Mark Roberts **FINANCE**
APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

NA

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Fiscal Year 2019 Budget Priorities

City of National City

Fiscal Year 2018 Budget Priorities Update

Staff Priorities

Strategic Plan Functional Area: Community	
Priority	Status Update
Asset management & disposition (Successor Agency Properties) (<i>Carried forward</i>)	Successor Agency properties transferred to the City in accordance with the Long Range Property Management Plan in late fiscal year 2016. Properties scheduled for disposition placed on the real estate market. Two properties (12th & A Avenue and Palm & Plaza Blvd parcels) have been sold to date. Palm & Plaza Blvd parcel being developed for housing.
Recreational program delivery (<i>Carried forward</i>)	Negotiations in progress with vendor of online registration and point-of-sale system which allows participants to register and pay online or in person for City programs or contract classes. Negotiations in progress for management of Aquatic Center. Branding and marketing strategy being developed which includes a strong focus on online, social media, and grassroots marketing.
Homeless outreach (<i>Carried forward</i>)	Pilot program completed successfully. Program currently extended through June 2018.
Parking management (<i>Carried forward</i>)	New permitting program / license plate recognition (LPR).
Volunteerism (<i>Carried forward</i>)	Launch of volunteer management software expected by end of FY 18. Development of additional volunteer programs planned, to match volunteers to appropriate volunteer opportunities. Expanded volunteer recognition planned, to include long-term volunteers. Annual volunteer appreciation dinner held for board members and commissioners.
Community events (<i>New</i>)	Expansion or increases to community events: <ul style="list-style-type: none"> - A Kimball Holiday - Miss National City pageant - Tower of Terror - skate park youth programs (<i>Proposed</i>)

City of National City

Fiscal Year 2018 Budget Priorities Update

Staff Priorities

Strategic Plan Functional Area: Community	
Priority	Status Update
Service delivery (New)	Library meeting audio-visual system upgrade. Conversion of WINGS office (Library) into tutoring space. (Proposed)
Together We Can (New)	Program for National City Neighborhood Preservation. (Proposed)
Strategic Plan Functional Area: Development	
Priority	Status Update
Needs assessment (Carried forward)	Needs assessment addressing facilities, infrastructure, parks, and fleet presented to City Council with funding options February 28, 2017. Capital Improvement Program ("CIP") update planned for May 2018. Presentation of a five-year fleet replacement schedule to City Council planned for May 2018.
Economic development (Carried forward)	Five-year economic development plan approved by City Council October 3, 2017, including first-year funding for various projects and programs, e.g., Façade Improvement Program, Activate the Right of Way, Adopt-A-Place, and the HdL Market Study for Strategic Business Areas. Façade Improvement Program open to applicants and considering two major retail storefronts for funding.
Housing opportunities (Carried forward)	Phase II of the Westside Infill Transit-Oriented Development ("WI-TOD"), development of 92 affordable housing units, expected to be completed by June 2018. CDC-Housing Authority has entered into Exclusive Negotiating Agreement for recapitalization and rehabilitation of Morgan and Kimball Towers.
Historic resources preservation (Carried forward)	Community Partner Sustainability evaluation with non-profits that currently lease/operate City facilities (i.e., the Historical Society, Stein Farm, SDERA (Depot), and ARTS). Deferred maintenance to be included in Capital Improvement Program ("CIP") update planned for May 2018.

City of National City

Fiscal Year 2018 Budget Priorities Update

Staff Priorities

Strategic Plan Functional Area: Operations	
Priority	Status Update
Pension funding (<i>Carried forward</i>)	Irrevocable supplemental pension trust approved by City Council in current budget. Execution of trust documents and establishment of trust expected in March 2018.
Training & development (<i>Carried forward</i>)	Some realignments made to align staffing with the City's strategic objectives. Staffing alignment will be continually monitored as the organization continues to evolve. Number of employees attending training has increased. Efforts to identify and provide training that supports employee growth and development and fulfillment of City-wide and departmental priorities will continue. Strategies to reduce employee risk of injury and facilitate a successful and timely return to work when injuries do occur have been developed. Improvement seen in reduction of employee risk of injury and successful and timely return to work when injuries do occur. Cost-benefit analysis underway on some proposed adjustments. Some proposed adjustments subject to collective bargaining.
Long-range financial forecasting (<i>Carried forward</i>)	Draft 5-year projections prepared. Development of forecast suspended until vacancies, including Budget Analyst position, filled. Expected to resume, incorporating economic development impacts, in mid-late 2018.
Technology infrastructure (<i>Carried forward</i>)	Council Chambers A/V equipment update expected to be completed June 2018. Staff working with Stack Consulting to explore options to connect Aquatic Center to backbone network.
Workplace improvement (<i>New</i>)	Police Department flooring replacement (main floor). Expanded storage for specialized Police vehicles. (<i>Proposed</i>)
Strategic Plan Functional Area: Public Safety	
Priority	Status Update
Fire / emergency medical deployment strategies (<i>Carried forward</i>)	One-year pilot squad program implemented July 2017.
Code conformance (<i>Carried forward</i>)	Ongoing. Replacement of single full-time position with two part-time positions has allowed for greater scheduling flexibility and performance of more work at a lower cost.

City of National City
Fiscal Year 2018 Budget Priorities Update

Staff Priorities

Strategic Plan Functional Area: Public Safety	
Priority	Status Update
Training (<i>Carried forward</i>)	POST (Police) training ongoing.
Technology (<i>Carried forward</i>)	Police computer-aided dispatch production storage update expected to be completed April 2018.
Infrastructure (<i>Carried forward</i>)	Inventory of non-functioning security cameras at City facilities being prepared.

City of National City Fiscal Year 2019 Budget Priorities

City Council Priorities

Strategic Plan Functional Area: Community	
Priority	Status Update
Request an assessment on City services for the senior population (specifically, Morgan & Kimball, etc.) (<i>Carried forward</i>)	Physical due diligence of Morgan and Kimball Tower (including Nutrition Center) to be used by architect to develop specifications for rehabilitation underway (conducted by Community Housing Works / Mercy Housing {"Development Team"}). Preparation of application for financing, including federal low income tax credits and state affordable housing programs, in process. Securing of extension to the Housing Assistance Program for Morgan Tower also in process. Development Team assessing needs of senior residents and seeking input regarding desired amenities and programming which may be provided at Towers. Recommendation of Development & Disposition Agreement planned for City Council consideration planned for May 2018. Rehabilitation of Towers, including Nutrition Center, planned to commence January 2019.
Quality of Life program to enhance community beautification efforts (<i>Carried forward</i>)	Services provided by special crew dedicated to neighborhood preservation include: <ul style="list-style-type: none"> - picking up trash in alleys and public right of ways - removing posters from utility poles - removing weeds from sidewalk areas and medians - removing shopping carts from public right of ways - cleaning bus stops - patching pot holes - clearing debris from storm drain grates and inlets - reporting graffiti
Strategic Plan Functional Area: Development	
Priority	Status Update
Regional planning and development (i.e., hotel taxes, revenue generating activities) (<i>Carried forward</i>)	Regional efforts ongoing with SANDAG to improve mobility and build housing with focus on military installations and accommodating demand created by expansion of Navy.

City of National City Fiscal Year 2019 Budget Priorities

Strategic Plan Functional Area: Development	
Priority	Status Update
Environmental issues (green facilities, bringing City facilities up to code) (<i>Carried forward</i>)	Energy and conservation upgrades expected to be completed June 2019.
CIP prioritization with timelines (<i>Carried forward</i>)	CIP update planned for May 2018.
Port of San Diego development should be evaluated (<i>Carried forward</i>)	Port Balanced Land Use Plan environmental impact report expected to be available for public review by year-end.
Canibus legalization study (<i>New</i>)	Canibus legalization study (<i>Proposed</i>)
Strategic Plan Functional Area: Operations	
Priority	Status Update
Internal organizational needs (succession planning, filling vacancy prioritization) (<i>Carried forward</i>)	Critical vacancies have been identified and are in the process of being filled.

The following page(s) contain the backup material for Agenda Item: Granger Music Hall Feasibility Study and Recommendation to Submit Request to the Port District. (City Manager)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 20, 2018

AGENDA ITEM NO.

ITEM TITLE:

Granger Music Hall Feasibility Study and Recommendation to Submit Request to the Port District

PREPARED BY: Stephen Manganiello

PHONE: 619-336-4382

DEPARTMENT: Engineering/Public Works &
CMO

APPROVED BY: _____

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Direct staff to submit a formal proposal to the San Diego Unified Port District for relocation, site preparation and rehabilitation of Granger Music Hall to the Marina District.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Background Report
2. Explanation w/ cost estimates

EXPLANATION

Granger Music Hall was designed by renowned San Diego architect Irving Gill in 1896. It was designed for Ralph Granger to house his collection of rare violins. The single room structure was originally located next to Granger's home in National City on 8th Street. In 1898 the original structure was expanded to include a large recital room. The new room featured plaster walls and ceilings with decorative painting including a ceiling mural of Euterpe, Muse of Music. The building was relocated to its present site at 1615 E. 4th Street in 1972.

The City of National City acquired Granger Music Hall from the National City Historic Society in 2008, with the understanding that the facility was in need of extensive repairs and would remain closed to the public until repairs were completed. In 2017, the City Council approved \$45,000 in General Fund through the Capital Improvement Program for Historic Property Restoration to secure the building from damage due to weather and vandalism. The following improvements were completed in June 2017: 1) secure exterior windows, doors and holes in siding, and paint board up material to match existing building colors; 2) install solar powered, LED security lighting; and 3) tarp roof with heavy duty Thermoplastic Polyolefin (TPO) single-ply reflective roofing membrane over the existing roofing material.

In May 2017, staff authorized the team of KTU&A (Planning and Landscape Architecture,) Heritage Architecture & Planning (Architecture and Preservation,) Dodd & Associates (Structural Engineering,) John T. Hansen Enterprises (Relocation Contracting,) and Weisbecker Consulting Services (Construction Cost Estimating) to perform a feasibility study for Granger Music Hall, as an update to the study completed by Heritage Architecture & Planning in 2010. The study included a site assessment of the structure, review of all applicable codes and regulations, and preliminary cost estimates for two scenarios: 1) rehabilitation of the facility in its current location and 2) relocation, site preparation and rehabilitation of the facility to the Marina District near the National City Aquatic Center and Pepper Park.

The preliminary cost estimate to rehabilitate the facility in place is approximately \$560,000. The cost estimate to relocate and rehabilitate Granger Music Hall to the Marina District is approximately \$2.4 million, with approximately \$1 million for relocation costs and \$1.3 million for site preparation and rehabilitation. See attached preliminary cost estimates. The full study is available on the City's website under Engineering Division, Capital Improvement Program.

National City has partnered with the San Diego Unified Port District and other stakeholders to prepare an EIR for the National City Marina District "Balanced Plan." A key element of the Plan is to evaluate expansion of Pepper Park, which would provide a relocation site for Granger Music Hall. Currently there is no funding to rehabilitate the facility at its current location on E. 4th Street. However, if the underlying property was to be sold, the proceeds could be used to fund the relocation of Granger Music Hall to the Marina District. National City could then leverage these funds to submit a formal proposal to the Port District requesting the remaining funds needed for site preparation and building rehabilitation. Staff is seeking City Council authorization to pursue this option.

BACKGROUND

In 2008, the Port commissioned a feasibility study for the relocation of the building to Subarea B-1 of the Harbor District Specific Area Plan. The preliminary study confirmed the architectural feasibility of the building relocation to the site. In 2010, the City proposed to the Port that the relocation of the building to the B-1 site be included as a Maritime Protection and Enhancement Project at a cost of \$1.2 million based on a 2010 relocation feasibility study.

In 2015, the City Council took action to support the Balanced Plan with Mitigation and Enhancements for National City. The mitigation and enhancements listed included the relocation of Granger Hall to the Harbor District. In 2016, the Port and City initiated the environmental review for the Balanced Plan project. The project description includes the potential relocation of Granger Hall to Pepper Park.

Granger Music Hall Feasability Study
Relocation Estimate

Description	Quantity	Unit	Unit Price	Total	Subtotals
Site work					
Pergola 24' x 36'	1	LS	\$25,000	\$25,000	
Pergola 24' x 44'	1	LS	\$30,000	\$30,000	
Sliding Gate - Manual	3	LS	\$7,500	\$22,500	
Storage Bldg with interior food prep, sink, storage and counter 12' x 24	242	SF	\$400	\$96,800	
Retaining Wall 36" max height	100	LF	\$110	\$11,000	
Driveway Aprons	120	SF	\$50	\$6,000	
Bollards	6	EA	\$1,000	\$6,000	
Wrought Iron Fence	360	LF	\$65	\$23,400	
Terrace Patio with Planters	1,000	SF	\$20	\$20,000	
Landscaping	3,750	SF	\$8	\$30,000	
Irrigation	3,750	SF	\$5	\$18,750	
Paving	9,500	SF	\$10	\$95,000	
Trees 36" Box with Grate	6	EA	\$1,200	\$7,200	
Trees 24" Box with Grate	2	EA	\$900	\$1,800	\$ 393,450.00
Exterior Work					
Earthwork - Site Clearing	38000	sf	\$ 0.35	\$ 13,300.00	
Demolition - Remove Existing Out Bldgs	1	ls	\$ 5,000.00	\$ 5,000.00	
Demolition - Foundation	3300	sf	\$ 4.00	\$ 13,200.00	
Demolition - Chimney	1	ls	\$ 2,000.00	\$ 2,000.00	\$ 33,500.00
Termite Inspection and Tenting	1	ls	\$ 4,500.00	\$ 4,500.00	
Automatic Fire Sprinkler System	3300	sf	\$ 7.00	\$ 23,100.00	
Site Electrical, Data	100	lf	\$ 250.00	\$ 25,000.00	
Site Water Line - Fire 100' max	1	ls	\$ 40,000.00	\$ 40,000.00	
Site Sewer Lateral	100	lf	\$ 150.00	\$ 15,000.00	\$ 107,600.00
Concrete					
Excavation @ Music Room	700	sf	\$ 2.00	\$ 1,400.00	
Excavation @ Hall	2600	sf	\$ 3.00	\$ 7,800.00	
Perimeter Footing	305	lf	\$ 50.00	\$ 15,250.00	
Spread Footings	10	CY	\$ 750.00	\$ 7,500.00	\$ 31,950.00
Masonry - Stem Walls	1000	sf	\$ 25.00	\$ 25,000.00	
Masonry - Clay Fire Brick Chimney	1	ls	\$ 7,500.00	\$ 7,500.00	\$ 32,500.00
Rough Framing					
Framing - Anchor Bolts and Straps	1	ls	\$ 5,000.00	\$ 5,000.00	
Sill Plate	305	lf	\$ 8.00	\$ 2,440.00	
New Exterior Wood Shingles - 50%	2500	sf	\$ 9.00	\$ 22,500.00	
New Roof Sheathing @ 40%	1360	sf	\$ 5.00	\$ 6,800.00	
Repair V- Groove at Eaves 40%	360	sf	\$ 14.00	\$ 5,040.00	
Replace Rafter Tails @ 30%	33	ea	\$ 750.00	\$ 24,750.00	
Cut and Repair Eaves for Crane	1	ls	\$ 2,500.00	\$ 2,500.00	
Shoring @ Porch	2	ea	\$ 1,500.00	\$ 3,000.00	
Repair Porch Roof Framing	1	ls	\$ 3,500.00	\$ 3,500.00	\$ 75,530.00
Roofing					
Demolition	4300	sf	\$ 1.25	\$ 5,375.00	
Demolition - sheathing @ 40%	1360	sf	\$ 2.00	\$ 2,720.00	
Fire Treated Cedar Shingles	4300	sf	\$ 9.00	\$ 38,700.00	
Fire Treated Cedar Shingles @ Porch	200	sf	\$ 9.00	\$ 1,800.00	\$ 48,595.00

Granger Music Hall Feasibility Study
Relocation Estimate

Windows							
Repair Oval Windows	4	ea	\$	500.00	\$	2,000.00	
Replace Glazing @ Oval Windows	4	ea	\$	400.00	\$	1,600.00	
Repair Dormer Windows	1	ls	\$	6,000.00	\$	6,000.00	\$ 9,600.00
Painting							
Lead Abatement - Allowance	1	ls	\$	5,000.00	\$	5,000.00	
Prep	6500	sf	\$	2.00	\$	13,000.00	
Exterior - Walls and Windows	5000	sf	\$	1.50	\$	7,500.00	
Exterior - Soffits, Rafter Tails	1500	sf	\$	1.50	\$	2,250.00	
Exterior - Doors	4	ea	\$	250.00	\$	1,000.00	\$ 28,750.00
Exterior subtotal						\$761,475	\$ 761,475.00
<i>Exterior Contingency @ 10%</i>					\$	76,147.50	
Interior Work							
Demolition							
Carpet	3300	sf	\$	1.00	\$	3,300.00	
Doors	2	ea	\$	100.00	\$	200.00	
Debris in Storage Rooms	1	ls	\$	250.00	\$	250.00	
Light Fixture	1	ea	\$	150.00	\$	150.00	
Track Lighting	1	ea	\$	150.00	\$	150.00	
Skylight - Glazing only	7	ea	\$	50.00	\$	350.00	\$ 4,400.00
Framing							
Infill Door Opening with Wainscoat	1	ls	\$	2,500.00	\$	2,500.00	
Refinish wood floors	3300	sf	\$	5.00	\$	16,500.00	
Ceiling and Paneling Repairs	1	ls	\$	10,000.00	\$	10,000.00	\$ 29,000.00
Sheet Metal							
Repair Decorative Vent Screens	2	ea	\$	1,500.00	\$	3,000.00	\$ 3,000.00
Lath and Plaster							
Ceiling Repair	1	ls	\$	10,000.00	\$	10,000.00	\$ 10,000.00
Doors Frames and Hardware							
Exterior Door to match historic photos	1	ls	\$	2,500.00	\$	2,500.00	
Hardware - Period Appropriate	4	ea	\$	850.00	\$	3,400.00	
Hardware - Closure	4	ea	\$	750.00	\$	3,000.00	\$ 8,900.00
Glazing							
Textured Art Glass to match existing	7	ea	\$	250.00	\$	1,750.00	\$ 1,750.00
Painting							
Repaint Palm Leaf Patterns	4	ea	\$	2,000.00	\$	8,000.00	
Decorative Paint Restoration	1	ls	\$	20,000.00	\$	20,000.00	\$ 28,000.00
Electrical							
New Fixture - Period Appropriate	1	ea	\$	3,000.00	\$	3,000.00	\$ 3,000.00
Interior subtotal					\$	88,050.00	\$ 88,050.00

Granger Music Hall Feasability Study
Relocation Estimate

<i>Interior Contingency@ 10%</i>					\$	8,805.00		
Restroom Bldg								
Demolition	285	sf	\$	25.00	\$	7,125.00		
Repair Bldg Wall @ location	1	ls	\$	7,500.00	\$	7,500.00		
Replace Restroom Bldg	285	sf	\$	300.00	\$	85,500.00	\$	100,125.00
Kitchen and Storage Rooms								
Demolition	160	sf	\$	25.00	\$	4,000.00		
Repair Bldg Wall @ Location	1	ls	\$	5,000.00	\$	5,000.00		
New Porch to match existing	1	ls	\$	20,000.00	\$	20,000.00	\$	29,000.00
Site Accessibility								
ADA Ramp - Concrete @ Performance Room	100	sf	\$	15.00	\$	1,500.00		
Wood Framed Stairs with Handrails @ Music Room Porch	1	ls	\$	12,500.00	\$	12,500.00	\$	14,000.00
Relocation								
John T Hansen	1	ls	\$	506,359.00	\$	506,359.00		
Bob's Crane	1	ls	\$	15,151.20	\$	15,151.20		
Marine Group	1	ls	\$	16,500.00	\$	16,500.00	\$	538,010.20
Allowance - Overhead Wire Crews, SDGE, Trolley Lines, Signal Lights, and CHP.	1	ls	\$	250,000.00	\$	250,000.00	\$	250,000.00
Relocation subtotal					\$	931,135.20	\$	931,135.20
Relocation Contingency @ 10%					\$	93,113.52		
General Conditions								
Supervision	6	mnths	\$	8,500.00	\$	51,000.00		
	6	mnths	\$	8,000.00	\$	48,000.00		
Subtotal						\$	2,057,726.22	
Overhead and Profit @ 8%						\$	164,618.10	
Insurance @ 1.5%						\$	30,865.89	
Subtotal						\$	2,253,210.21	
Architectural and Engineering Fee's						\$	100,000.00	
Total						\$	2,353,210.21	

Granger Musis Hall Feasability Study
In Situ Estimate

<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total</i>	<i>Subtotals</i>
Exterior Work					
Termite Inspection and Tenting	1	ls	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
Automatic Fire Sprinkler System	3300	sf	\$ 7.00	\$ 23,100.00	\$ 23,100.00
Site Water Line - Fire	1	ls	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
Rough Framing					
New Exterior Wood Shingles - 50%	2500	sf	\$ 9.00	\$ 22,500.00	
New Roof Sheathing @ 40%	1360	sf	\$ 5.00	\$ 6,800.00	
Repair V- Groove at Eaves 40%	360	sf	\$ 14.00	\$ 5,040.00	
Replace Rafter Tails @ 30%	33	ea	\$ 750.00	\$ 24,750.00	
Cut and Repair Eaves for Crane	1	ls	\$ 2,500.00	\$ 2,500.00	
Shoring @ Porch	2	ea	\$ 1,500.00	\$ 3,000.00	
Repair Porch Roof Framing	1	ls	\$ 3,500.00	\$ 3,500.00	\$ 68,090.00
Painting					
Lead Abatement - Allowance	1	ls	\$ 5,000.00	\$ 5,000.00	
Prep	6500	sf	\$ 2.00	\$ 13,000.00	
Exterior - Walls and Windows	5000	sf	\$ 1.50	\$ 7,500.00	
Exterior - Soffits, Rafter Tails	1500	sf	\$ 1.50	\$ 2,250.00	
Exterior - Doors	4	ea	\$ 250.00	\$ 1,000.00	\$ 28,750.00
Roofing					
Demolition	4300	sf	\$ 1.25	\$ 5,375.00	
Demolition - sheathing @ 40%	1360	sf	\$ 2.00	\$ 2,720.00	
Fire Treated Cedar Shingles	4300	sf	\$ 9.00	\$ 38,700.00	
Fire Treated Cedar Shingles @ Porch	200	sf	\$ 9.00	\$ 1,800.00	\$ 48,595.00
Windows					
Repair Oval Windows	4	ea	\$ 500.00	\$ 2,000.00	
Replace Glazing @ Oval Windows	4	ea	\$ 400.00	\$ 1,600.00	
Repair Dormer Windows	1	ls	\$ 6,000.00	\$ 6,000.00	\$ 9,600.00
Exterior subtotal				\$ 222,635.00	
Exterior Contingency@ 10%				\$ 22,263.50	\$ 22,263.50
Interior Work					
Demolition					
Carpet	3300	sf	\$ 1.00	\$ 3,300.00	
Doors	2	ea	\$ 100.00	\$ 200.00	
Debris in Storage Rooms	1	ls	\$ 250.00	\$ 250.00	
Light Fixture	1	ea	\$ 150.00	\$ 150.00	
Track Lighting	1	ea	\$ 150.00	\$ 150.00	
Skylight - Glazing only	7	ea	\$ 50.00	\$ 350.00	\$ 4,400.00

Granger Musis Hall Feasability Study
In Situ Estimate

Framing						
Infill Door Opening with Wainscoat	1	ls	\$ 2,500.00	\$	2,500.00	
Refinish wood floors	3300	sf	\$ 5.00	\$	16,500.00	
Ceiling and Paneling Repairs	1	ls	\$ 10,000.00	\$	10,000.00	\$ 29,000.00
Sheet Metal						
Repair Decorative Vent Screens	2	ea	\$ 1,500.00	\$	3,000.00	\$ 3,000.00
Lath and Plaster						
Ceiling Repair	1	ls	\$ 10,000.00	\$	10,000.00	\$ 10,000.00
Doors Frames and Hardware						
Exterior Door to match historic photos	1	ls	\$ 2,500.00	\$	2,500.00	
Hardware - Period Appropriate	4	ea	\$ 850.00	\$	3,400.00	
Hardware - Closure	4	ea	\$ 750.00	\$	3,000.00	\$ 8,900.00
Glazing						
Textured Art Glass to match existing	7	ea	\$ 250.00	\$	1,750.00	\$ 1,750.00
Painting						
Repaint Palm Leaf Patterns	4	ea	\$ 2,000.00	\$	8,000.00	
Decorative Paint Restoration	1	ls	\$ 20,000.00	\$	20,000.00	\$ 28,000.00
Electrical						
New Fixture - Period Appropriate	1	ea	\$ 3,000.00	\$	3,000.00	\$ 3,000.00
Upgrade Restroom Bldg	285	sf	\$ 100.00	\$	28,500.00	\$ 28,500.00
Upgrade Kitchen and Storage Rooms	160	sf	\$ 100.00	\$	16,000.00	\$ 16,000.00
Interior subtotal				\$	132,550.00	
Interior Contingency @ 10%				\$	13,255.00	\$ 13,255.00
General Conditions	6	mnths	\$ 7,500.00	\$	45,000.00	\$ 45,000.00
Supervision	6	mnths	\$ 8,000.00	\$	48,000.00	\$ 48,000.00
Subtotal				\$	483,703.50	\$483,703.50
Overhead and Profit @ 10%				\$	48,370.35	
Insurance @ 1.5%				\$	7,255.55	
Subtotal				\$	539,329.40	
Architectural and Engineering Fee's				\$	25,000.00	
Total				\$	564,329.40	

The following page(s) contain the backup material for Agenda Item: Update on Wine Tasting Rooms and Craft Distilleries. (Planning)

Item # ____

02/20/18

UPDATE ON WINE TASTING ROOMS AND CRAFT DISTILLERIES

(Planning)

The following page(s) contain the backup material for Agenda Item: Discussion of Contractor Responsibility Ordinance. (Mayor Ron Morrison)

Item # ____
02/20/18

DISCUSSION OF CONTRACTOR RESPONSIBILITY ORDINANCE

(Mayor Ron Morrison)

Attachments:

- Model Ordinance
- Responsibility Questionnaire
- Pledge of Compliance with Contractor Responsibility Ordinance

Model Ordinance

Sec. 1 — Definitions.

- (a) "Awarding Authority" means _____, or any employee or officer of _____, that is authorized to award or enter into any contract as defined herein, on behalf of _____.
- (b) "Contract," as used within this Article, means any contracts for the performance of public works construction, alteration, demolition, installation, or repair work within the meaning of California Labor Code § 1720(a).
- (c) "Contractor" means any person, firm, corporation, partnership, association or any combination thereof, which enters into a Contract with _____.
- (d) "Subcontractor" means any person not an employee who enters into a Contract with a Contractor to assist the contractor in performing a Contract.
- (e) "Bidder" means any person or entity that applies for any contract whether or not the application process is through an Invitation for Bid, Request for Proposal, Request for Qualifications or other procurement process.
- (f) "Bid" means any application submitted by a bidder in response to an Invitation to Bid, Request for Proposal or Request for Qualifications or other procurement process.
- (g) "Invitation for Bid" means the process through which _____ solicits Bids including Requests for Proposals and Requests for Qualifications.
- (h) "Designated Administrative Agency (DAA)" means _____ department(s), board(s), or office(s) designated by _____ to bear administrative responsibilities under this Article. _____ shall maintain a record of such designation.

Sec. 2 — Determination of Contractor Responsibility

- (a) Prior to awarding a Contract, _____ shall make a determination that the prospective Contractor is one that has the necessary quality, fitness and capacity to perform the work set forth in the contract. Responsibility will be determined by each awarding authority from reliable information concerning a number of criteria, including but not limited to: management expertise; technical qualifications; experience; organization, material, equipment and facilities necessary to perform the work; financial resources; satisfactory performance of other contracts; satisfactory record of compliance with relevant laws and regulations; and satisfactory record of business integrity.
- (b) Every Bidder must complete and submit with its bid a questionnaire developed by the DAA which will provide information the awarding authority needs in order to determine if the bidder meets the criteria set forth in paragraph (a) of this Section. If no Bid is required, the prospective

Rec'd from Mary Morris
2/7/18 JD

Contractor must submit a questionnaire. The response to the questionnaire must be signed under penalty of perjury. If, after execution of a Contract, _____ learns that the Contractor submitted false information on the questionnaire, _____ may terminate the Contract and pursue the remedies set forth in Section 6 of this Article. The Contractor shall be obligated to update its responses to the questionnaire during the term of the Contract within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing the Contract. _____ may consider failure of the Contractor to update the questionnaire with this information as a material breach of the Contract and invoke the remedies set forth in Section 6 of this Article.

(c) There shall be a period of no fewer than fourteen calendar days between the date for receipt of Bids and the award of the Contract in order to allow full review of questionnaires submitted by Bidders. If no Bid is required, the prospective Contractor must submit a questionnaire no fewer than fourteen calendar days prior to execution of the Contract in order to allow full review of the questionnaire. Questionnaires will be public records and information contained therein will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. The awarding authority may rely on responses to the questionnaire, information from compliance and regulatory agencies and/or independent investigation to determine bidder responsibility.

(d) Before being declared non-responsible, a Bidder shall be notified of the proposed determination of non-responsibility, served with a summary of the information upon which the awarding authority is relying and provided with an opportunity to be heard in accordance with applicable law. At the responsibility hearing, the Bidder will be allowed to rebut adverse information and to present evidence that it has the necessary quality, fitness and capacity to perform the work. The Bidder must exercise its right to request a hearing within five calendar days after receipt of such notice. Failure to submit a written request for a hearing within the time frame set forth in this Section, will be deemed a waiver of the right to such a hearing and the awarding authority may proceed to determine whether or not the award of the Contract should be made to another Bidder or whether or not the Bidder is non-responsible for this and future Contracts. The determination by an awarding authority that the Bidder is non-responsible shall be final and constitute exhaustion of the Bidder's administrative remedies.

(e) A list of individuals and entities which have been determined to be non-responsible by _____ shall be maintained by the DAA. After two years from the date the individual or entity has been determined to be non-responsible, the individual or entity may request removal from the list by the awarding authority. If the individual or entity can satisfy the awarding authority that it has the necessary quality, fitness, and capacity to perform work in accordance with the criteria set forth in paragraph (a) of this Section, its name shall be removed from the list. Unless otherwise removed from the list by the awarding authority, names shall remain on the list for five years from the date of being declared non-responsible.

(f) Contractors shall ensure that their Subcontractors meet the criteria for responsibility as set forth in paragraph (a) of this Section.

Sec. 3 — Compliance with all laws.

(a) Contractors shall comply with all applicable federal, state and local laws in the performance of the Contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.

(b) Contractors shall notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor is not in compliance with paragraph (a) of this Section. Initiation of an investigation is not, by itself, a basis for a determination of non-responsibility by an awarding authority.

(c) Contractors shall notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor has violated paragraph (a) of this Section.

(d) Upon award of a Contract, Contractors shall complete a Pledge of Compliance attesting under penalty of perjury to compliance with paragraph (a) of this Section. Whenever any Contract, which was not initially subject to this Article is amended, the Contractor shall complete a Pledge of Compliance attesting under penalty of perjury to compliance with paragraph (a) of this Section.

(e) Contractors shall ensure that their Subcontractors complete a Pledge of Compliance attesting under penalty of perjury to Compliance with paragraph (a) of this Section.

(f) Contractors shall ensure that their Subcontractors comply with paragraphs (b) and (c) of this Section.

Sec. 4 — Exemptions.

(a) In order to promote the purposes of this Article and to protect _____'s interests, the following Contracts are exempt from its application: Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such public status.

(b) In order to promote the purposes of this Article and to protect _____'s interests, the following Contracts are exempt from application of Section 2 of this Article:

(1) Contracts awarded on the basis of exigent circumstances whenever any awarding authority finds that _____ would suffer a financial loss or that _____ operations would be adversely impacted unless exempted from the provisions of Section 2 of this Article. This finding must be approved by the DAA prior to Contract execution.

(2) Contracts where the services are proprietary or only available from a single source. This finding must be approved by the DAA prior to Contract execution.

Sec. 5 — Administration.

- (a) The DAA shall promulgate rules and regulations for implementation of this Article. Said rules shall be submitted to _____ for consideration within sixty days after the effective date of this Ordinance.
- (b) The DAA shall develop a questionnaire to be used by awarding authorities for determining bidder responsibility within sixty days after the effective date of this Ordinance.
- (c) The DAA shall monitor compliance with this Article including investigation of alleged violations.

Sec. 6 — Enforcement.

- (a) Contracts shall provide that violation of this Article shall constitute a material breach thereof and entitle _____ to terminate the Contract and otherwise pursue legal remedies that may be available.
- (b) Compliance with Section 3 of this Article shall be required in Contract amendments, if the initial Contract was not subject to the provisions of this Article. Contract amendments shall provide that violation of Section 3 shall constitute a material breach thereof and entitle _____ to terminate the Contract and otherwise pursue legal remedies that may be available.
- (c) Violations of this Article may be reported to the DAA which shall investigate such complaint. Whether based upon such complaint or otherwise, if the DAA has determined that the Contractor has violated any provision of this Article, the DAA shall issue a written notice to the Contractor that the violation is to be corrected within ten calendar days from receipt of notice. In the event the Contractor has not corrected the violation, or taken reasonable steps to correct the violation within ten calendar days, then the DAA may:
 - 1. Request the awarding authority to declare a material breach of the Contract and exercise its contractual remedies thereunder, which are to include but not be limited to termination of the contract.
 - 2. Request the awarding authority to declare the Contractor to be non-responsible in accordance with the procedures set forth in Section 2 of this Article.

Sec. 7 — Application of This Article.

- (a) This Article shall be applicable to Invitations for Bids issued after the rules and regulations have been adopted by _____.
- (b) This Article shall be applicable to Contracts entered into after the rules and regulations have been adopted by _____, unless the Contract is awarded pursuant to an Invitation for Bid issued prior to adoption of the rules and regulations by _____.

(c) Section 3 of this Article shall be applicable to Contract amendments, entered into after the rules and regulations have been adopted by _____ if the initial Contract was not subject to the provisions of this Article.

Sec. 8 — Consistency with Federal or State Law.

The provisions of this Article shall not be applicable to those instances in which its application would be prohibited by federal or state law or where the application would violate or be inconsistent with the terms or condition of a grant or contract with an agency of the United States, the State of California or the instruction of an authorized representative of any such agency with respect to any such grant or contract.

Sec. 9 — Severability.

If any provision of this Article is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

AWARDING AUTHORITY INFORMATION

Awarding Authority _____ Contact Person _____ Phone _____

Bid or Contract Number (if applicable) and Project Title _____

BIDDER/CONTRACTOR INFORMATION

Bidder/Proposer Business Name _____

Street Address _____ City _____ State _____ Zip _____

Contact Person, Title _____ Phone _____ Fax _____

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ☐ An initial submission of a completed Questionnaire.
- ☐ An update of a prior Questionnaire dated ____/____/____
- ☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title _____ Signature _____ Date _____

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

- ☐ Corporation: Date incorporated: ____/____/____ State of incorporation: _____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

- ☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

_____	_____
_____	_____

- ☐ Limited Liability Company: Date of formation: ____/____/____ State of formation: _____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

_____	_____
_____	_____

- ☐ Partnership: Date formed: ____/____/____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

_____	_____
_____	_____

- ☐ Sole Proprietorship: Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

_____	_____
_____	_____

- ☐ Joint Venture: Date formed: ____/____/____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.

_____	_____
_____	_____

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

- ☐ **Yes** ☐ **No**

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

- ☐ **Yes** ☐ **No**

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

- ☐ **Yes** ☐ **No**

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

- ☐ **Yes** ☐ **No**

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

- ☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

- ☐ Yes ☐ No

If **Yes**, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? _____ Years.

8. Has your firm ever held any contracts with the Awarding Authority?

- ☐ Yes ☐ No

If, **Yes**, list on an Attachment B all contracts your firm has had with the Awarding Authority for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

- ☐ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

- ☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

- ☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

- ☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ **Yes** ☐ **No**

(b) Work performance on a contract?

☐ **Yes** ☐ **No**

(c) Employment-related litigation brought by an employee?

☐ **Yes** ☐ **No**

14. Does your firm have any outstanding judgements pending against it?

☐ **Yes** ☐ **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ **Yes** ☐ **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ **Yes** ☐ **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ **Yes** ☐ **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by a governmental entity for failing to obtain authorization for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check **Yes** to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☐ No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☐ No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☐ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Print Name, Title

Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check Yes in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered Yes, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES

Federal Department of Labor

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act anti-discrimination provisions applicable to government contractors and subcontractors
whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES

California's Department of Industrial Relations

- wage and labor standards, and licensing and registration
occupational safety and health standards
workers' compensation self insurance plans
Workers' Compensation Act
wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing

- California Fair Employment and Housing Act • Unruh Civil Rights Act • Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

California's Department of Justice

LOCAL ENTITIES

Any City, County, or any subdivision thereto, for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by such local entity, including any letters of warning or sanctions issued by the entity for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

The Contractor Responsibility Ordinance provides that, unless specifically exempt, contractors working under Contracts for the performance of public works construction, alteration, demolition, installation, or repair work within the meaning of California Labor Code § 1720(a), shall comply with all applicable provisions of the Ordinance. Upon award of a Contract the Contractor and any its Subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees
- (f) To ensure that subcontractors submit a Pledge of Compliance.
- (g) To ensure that subcontractors shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments, or contract termination.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding Authority

Contract Number